

April 15, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN LOS ANGELES
COUNTY SHERIFF'S DEPARTMENT AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
(4 VOTES) (ALL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign a law enforcement services agreement with the Los Angeles County Metropolitan Transportation Authority (MTA) at an annual cost of \$43,838,962 and start-up cost of \$3,719,835, totally funded by the MTA, effective May 1, 2003. The agreement shall continue for a three-year term and is renewable by the MTA for two, one-year terms.
2. Approve the attached budget adjustment in the amount of \$4,779,000 to provide the appropriation to implement the Law Enforcement Services Agreement with the MTA for the remainder of Fiscal Year 2002-03.
3. Authorize, under provisions of County Code Section 6.06.020, ordinance position authority for an additional 189 sworn and 74 professional staff positions with these positions to be requested and formally established as part of the Sheriff's Department's Final Budget Changes for Fiscal Year 2003-04.

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

understandings are required with other police agencies. The LASD shall negotiate and establish "Memoranda of Understanding" (MOU) with other police jurisdictions in the security area to specify certain protocols and procedures in the area of Transit Community Policing. These MOUs may include protocols on major traffic accident investigations and other important police procedures.

EXISTING POLICE RESOURCES AND SPECIAL TEAMS

Additional resources available to Metro Bus Operations Sectors shall include SWAT Teams, K-9 units, helicopter units, mounted units, crisis negotiation units, bomb squads, mounted units, motor units, Threat Assessment Teams, anti-terrorism units etc. These units will routinely support and augment dedicated Metro Bus Sector enforcement personnel in order to provide an enhanced level of protection for bus riders and operators. It must be kept in mind that these special resources would be available to support the MTA even without any special contractual relationship. These special services shall be provided to the MTA at no cost to the MTA.

The LASD shall develop integrated training and operational procedures for transit operations will be developed to support all Transit Community Policing efforts. Training will consist of tactics for interception of moving and standing trains and rail-enforcement tactics. All personnel assigned to transit services will be required to complete training in areas which include: rail safety, rail operations, conflict resolution, self-defense, specialized rail tactics, and – most importantly – Transit Community Policing.

INDEPENDENT AUDITING AND PENALTIES

The MTA will independently audit compliance with the provisions of the final MOA/MOU. These audits will include evaluations of the monthly, and other periodic reports, fare evasion data, labor hours charged to the MTA and other activities and information. LASDs shall cooperate in all of these audit activities. Independent audit results that find material differences in reporting results, personnel being charged to the MTA, but not actively working on MTA business, or other deviations from the MOA/MOU provisions will be subject to binding arbitration for resolution.

COMMAND AND CONTROL OF THE MTA SECURITY DEPARTMENT

The Commanding Officer of the LASD TSB, by virtue of his/her appointment as the MTA Chief of Transit Police, has command and control of the MTA Security Department. The Chief

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

exercises this command through a Director of Security. The MTA's Director of Security reports directly to the Chief of Transit Police.

The MTA Security Department provides a broad range of armed, and uniformed, security services for the MTA. These services include, but are not limited to, the following:

- Facilities security
- Revenue security
- Rail security team (Rail Sweep Team)
- Security patrol
- Executive protection
- Boardroom security
- Critical facilities security
- Management of Contract Security Program
- Oversight and control of contract security staff
- Security training for MTA staff
- Threat management
- Special security operations
- Engineering design review for security
- Crime Prevention through Environmental Design
- Security studies, reports and analyses

The MTA is desirous of implementing an integrated security program where the several major components of that security program function in a seamless and mutually supportive manner. Therefore, security operations may be designed and implemented in a way that utilizes the strengths and efficiencies of the several components. Law enforcement services and security services shall be employed in a tactically efficient and cost effective manner in support of MTA board policy.

*C: My Docs/Active Folders/March 2003
Scope of Work - LASD 03-08*

ATTACHMENT B

MTA Rates for Fiscal Year 2003-04

SERVICE UNIT	ANNUAL COST
Security Assistant	\$ 72,960
Motor Deputy	\$ 162,092
Canine Deputy	\$ 162,092
MET Deputy	\$ 162,092
Team Leader	\$ 162,092
Deputy, No-relief	\$ 153,115
One Deputy, 56 Hour Unit	\$ 235,797
Two Deputy, 56 Hour Unit	\$ 471,593

ATTACHMENT C

Proposed MTA Service Units - All Transit Community Policing Areas

SERVICE UNIT	NUMBER	UNIT COST	TOTAL ANNUAL COST	UNIT HOURS	TOTAL ANNUAL HOURS
56 Hour Two Deputy Units	49	471,593	23,108,077	5,840	286,160
56 Hour One Deputy Units	40	235,797	9,431,868	2,920	116,800
Non relieved Deputy Units	13	153,115	1,990,492	1,778	23,114
MET Deputy	1	162,092	162,092	1,778	1,778
Team Leaders	9	162,092	1,458,831	1,778	16,002
Canine Deputy	1	162,092	162,092	1,778	1,778
Motor Units	22	162,092	3,566,031	1,778	39,116
Security asst.	50	72,960	3,648,003	1,778	88,900
			\$ 43,527,486		573,648

Special OT Fund	250,000		
Wkr's Comp	21,630	0.08652	
TOTAL Supplemental OT COSTS	271,630		
Canine Support Costs	6,502		
Subtotal	278,132		
Liability	8,344		
SUBTOTAL	286,476		
Training Fund	25,000		
TOTAL SUPPLEMENTAL FUNDS	311,476		
Total Contract Cost	43,838,962		
Estimated Start Up costs [1]	3,719,835		
Support Hours	123,441		
FIRST YEAR'S TOTAL COSTS (BASED ON THIS YEAR'S RATES)	45,078,907		
[1] Start up costs to be paid in three annual payments.			

ATTACHMENT D

ATTACHMENT D ALL TRANSIT COMMUNITY POLICING AREAS ESTIMATED EQUIPMENT STARTUP COSTS

CONTROL CARS		TOTAL COST		TOTAL COST	AR-15 RIFLES		TOTAL COST
CURRENTLY ASSIGNED	36	CURRENTLY ASSIGNED	102		CURRENTLY ASSIGNED	3	
PROPOSED	85	PROPOSED	257		PROPOSED	10	
DIFFERENCE	49	DIFFERENCE	155		DIFFERENCE	7	
Cost per item	\$49,874.36	Cost per item w/chargers, etc.	\$3,219.73		Cost per item	\$1,000.00	\$7,000.00
	\$2,443,843.60		\$499,058.15				

CLID SEDANS			SHOTGUNS			ARWEN'S		
	12	CURRENTLY ASSIGNED	37			CURRENTLY ASSIGNED	3	
PROPOSED	17	PROPOSED	85			PROPOSED	10	
DIFFERENCE	5	DIFFERENCE	48			DIFFERENCE	7	
	\$28,788.11		\$315.00			Cost per item	\$1,600.00	\$11,200.00
Cost per item	\$143,940.55	Cost per item	\$15,120.00			Cost per item		

ANS			BEAN BAG SHOTGUNS			BALLISTIC SHIELDS		
CURRENTLY ASSIGNED	4		CURRENTLY ASSIGNED	34		CURRENTLY ASSIGNED	3	
PROPOSED	11		PROPOSED	80		PROPOSED	8	
DIFFERENCE	7		DIFFERENCE	46		DIFFERENCE	5	
\$31,564.61								
\$220,952.27			Cost per item	\$350.00		Cost per item	\$1,198.50	\$5,992.50
				\$16,100.00				

[illegible]

This spreadsheet is an estimate of costs and anticipated needs. Actuals may change depending on prices at time of purchase, number of items purchased or installation (in the case of Sheriff's Data Network) based on facilities and computer equipment provided by the MTA. However, the "Not To Exceed" amount, as stated in the MOU, will be \$3,719,835.00.

as stated in the MOU, will be 3,719,835.00

ATTACHMENT E

JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES

COMPREHENSIVE ARBITRATION RULES & PROCEDURES

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Rule 1. Scope of Rules

(a) The JAMS Comprehensive Arbitration Rules and Procedures ("Rules") govern binding Arbitrations of disputes or claims that are administered by JAMS and in which the Parties agree to use these Rules or, in the absence of such agreement, any disputed claim or counterclaim that exceeds \$250,000, not including interest or attorneys' fees, unless other Rules are prescribed.

(b) The Parties shall be deemed to have made these Rules a part of their Arbitration agreement whenever they have provided for Arbitration by JAMS under its Comprehensive Rules or for Arbitration by JAMS without specifying any particular JAMS Rules and the disputes or claims meet the criteria of the first paragraph of this Rule.

(c) The term "Party" as used in these Rules includes Parties to the Arbitration and their counsel or representative.

Rule 2. Party-Agreed Procedures

The Parties may agree on any procedures not specified herein or in lieu of these Rules that are consistent with the applicable law and JAMS policies (including, without limitation, Rules 30 and 31). The Parties shall promptly notify the JAMS Case Manager of any such Party-agreed procedures and shall confirm such procedures in writing. The Party-agreed procedures shall be enforceable as if contained in these Rules.

Rule 3. Amendment of Rules

JAMS may amend these Rules without notice. The Rules in effect on the date of the commencement of an Arbitration (as defined in Rule 5) shall apply to that Arbitration, unless the Parties have specified another version of the Rules.

Rule 4. Conflict with Law

If any of these Rules, or a modification of these Rules agreed on by the Parties, is determined to be in conflict with a provision of applicable law, the provision of law will govern, and no other Rule will be affected.

Rule 5. Commencing an Arbitration

(a) The Arbitration is deemed commenced when JAMS confirms in a Commencement Letter one of the following:

(i) The submission to JAMS of a post-dispute Arbitration agreement fully executed by all Parties and that specifies JAMS administration or use of any JAMS Rules; or

(ii) The submission to JAMS of a pre-dispute written contractual provision requiring the Parties to arbitrate the dispute or claim and which specifies JAMS administration or use of any JAMS Rules or which the Parties agree shall be administered by JAMS; or

(iii) The oral agreement of all Parties to participate in an Arbitration administered by JAMS or conducted pursuant to any JAMS Rules, confirmed in writing by the Parties; or

(iv) A court order compelling Arbitration at JAMS.

(b) The Commencement Letter shall confirm that one of the above requirements for commencement has been met and that JAMS has received any payment required under the applicable fee schedule. The date of commencement of the Arbitration is the date of the Commencement Letter.

(c) If a Party who has signed a pre-dispute written contractual provision specifying these Rules or JAMS administration fails to agree to participate in the Arbitration process, JAMS shall confirm in writing that Party's failure to respond or participate and, pursuant to Rule 22, the Arbitrator shall schedule, and provide appropriate notice of a Hearing or other opportunity for the Party demanding the Arbitration to demonstrate its entitlement to relief.

(d) The definition of "commencement" in these Rules is not intended to be applicable to any legal requirement, such as the statute of

limitations or a contractual limitations period, unless actually so specified by that requirement.

Rule 6. Administrative Conference

(a) The Case Manager may conduct an Administrative Conference with the Parties by telephone. The Administrative Conference may occur within seven (7) calendar days after the date of commencement of the Arbitration. Unless the Parties agree otherwise, if the Administrative Conference does not take place within the time specified above, the Case Manager shall proceed with the Arbitrator selection process pursuant to Rule 15 as if the Administrative Conference had, in fact, been held.

(b) The Case Manager shall answer any questions regarding these Rules and may discuss procedural matters such as the pleading or notice of claim sequence, Arbitrator selection, the Preliminary Conference process and the expectations of the Parties as to the length of the Arbitration Hearing. The Parties may agree to a date for the Hearing subject to Arbitrator availability. In the absence of agreement, the Hearing date shall be set by the Arbitrator pursuant to Rule 19(a).

(c) At the request of a Party and in the absence of Party agreement, JAMS may make a determination regarding the location of the Hearing, subject to Arbitrator review. In determining the location of the Hearing such factors as the subject matter of the dispute, the convenience of the Parties and witnesses and the relative resources of the Parties shall be considered.

(d) The Case Manager may convene, or the Parties may request, additional Administrative Conferences.

Rule 7. Number of Arbitrators and Appointment of Chairperson

(a) The Arbitration shall be conducted by one neutral Arbitrator unless all Parties agree otherwise. In these Rules, the term "Arbitrator" shall mean, as the context requires, the Arbitrator or the panel of Arbitrators in a tripartite Arbitration.

(b) In cases involving more than one Arbitrator the Parties shall agree on, or in the absence of agreement the Case Manager shall designate, the Chairperson of the Arbitration Panel. If the Parties and the Arbitrator agree, the Chairperson may, acting alone, decide discovery and procedural matters.

Rule 8. Service

(a) Service under these Rules is effected by providing one copy of the document with original signatures to each Party and two copies in the case of a sole Arbitrator and four copies in the case of a tripartite panel to the Case Manager. Service may be made by hand-delivery, overnight delivery service or U.S. mail. Service by any of these means is considered effective upon the date of deposit of the document. Service by facsimile transmission is considered effective upon transmission, but only if followed within one week of delivery by service of an appropriate number of copies and originals by one of the other service methods.

(b) In computing any period of time prescribed or allowed by these Rules for a Party to do some act within a prescribed period after the service of a notice or other paper on the Party and the notice or paper is served on the Party only by U.S. Mail, three (3) calendar days shall be added to the prescribed period.

Rule 9. Notice of Claims

(a) If a matter has been submitted for Arbitration after litigation has been commenced in court regarding the same claim or dispute, the pleadings in the court case, including the complaint and answer (with affirmative defenses and counterclaims), may be filed with JAMS within fourteen (14) calendar days of the date of commencement, and if so filed, will be considered part of the record of the Arbitration. It will be assumed that the existence of such pleadings constitutes appropriate notice to the Parties of such claims, remedies sought, counterclaims and affirmative defenses. If necessary, such notice may be supplemented pursuant to Rule 9(b).

(b) If a matter has been submitted to JAMS prior to or in lieu of the filing of a case in court or prior to the filing of an answer, the Parties shall give each other notice of their respective claims, remedies sought, counterclaims and

affirmative defenses (including jurisdictional challenges). Such notice may be served upon the other Parties and filed with JAMS, in the form of a demand for Arbitration, response or answer to demand for Arbitration, counterclaim or answer or response to counterclaim. Any pleading shall include a short statement of its factual basis.

(c) Notice of claims, remedies sought, counterclaims and affirmative defenses may be served simultaneously, in which case they should be filed with JAMS within fourteen (14) calendar days of the date of commencement of the Arbitration, or by such other date as the Parties may agree. The responding Parties may, however, in their sole discretion, wait to receive the notice of claim before serving any response, including counterclaims or affirmative defenses. In this case, the response, including counterclaims and affirmative defenses, should be served on the other Parties and filed with JAMS within fourteen (14) calendar days of service of the notice of claim. If the notice of claim has been served on the responding Parties prior to the date of commencement, the response, including counterclaims and affirmative defenses, shall be served within fourteen (14) calendar days from the date of commencement.

(d) Any Party that is a recipient of a counterclaim may reply to such counterclaim, including asserting jurisdictional challenges. In such case, the reply must be served on the other Parties and filed with JAMS within fourteen (14) calendar days of having received the notice of counterclaim. No claim, remedy, counterclaim or affirmative defense will be considered by the Arbitrator in the absence of prior notice to the other Parties, unless all Parties agree that such consideration is appropriate notwithstanding the lack of prior notice.

Rule 10. Changes of Claims

After the filing of a claim and before the Arbitrator is appointed, any Party may make a new or different claim. Such claim shall be made in writing, filed with JAMS and served on the other Parties. Any response to the new claim shall be made within fourteen (14) calendar days after service of such claim. After the Arbitrator is appointed, no new or different claim may be submitted except with the

Arbitrator's approval. A Party may request a Hearing on this issue. Each Party has the right to respond to any new claim in accordance with Rule 9(c).

Rule 11. Interpretation of Rules and Jurisdictional Challenges

(a) Once appointed, the Arbitrator shall resolve disputes about the interpretation and applicability of these Rules and conduct of the Arbitration Hearing. The resolution of the issue by the Arbitrator shall be final.

(b) Whenever in these Rules a matter is to be determined by "JAMS" (such as in Rules 6(c), 11(d), 15(c), (g) or (i), 24(i) or 31(e)), such determination shall be made in accordance with JAMS' administrative procedures.

(c) Jurisdictional and arbitrability disputes, including disputes over the existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. The Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter.

(d) Disputes concerning the appointment of the Arbitrator and the venue of the Arbitration, if that determination is relevant to the selection of the Arbitrator, shall be resolved by JAMS.

(e) The Arbitrator may upon a showing of good cause or sua sponte, when necessary to facilitate the Arbitration, extend any deadlines established in these Rules, provided that the time for rendering the Award may only be altered in accordance with Rules 22(i) or 24.

Rule 12. Representation

The Parties may be represented by counsel or any other person of the Party's choice. Each Party shall give prompt written notice to the Case Manager and the other Parties of the name, address and telephone and fax numbers of its representative. The representative of a Party may act on the Party's behalf in complying with these Rules.

Rule 13. Withdrawal from Arbitration

(a) No Party may terminate or withdraw from an Arbitration after the issuance of the Commencement Letter (see Rule 5) except by written agreement of all Parties to the Arbitration.

(b) A Party that asserts a claim or counterclaim may unilaterally withdraw that claim or counterclaim without prejudice by serving written notice on the other Parties and on the Arbitrator. However, the opposing Parties may, within fourteen (14) calendar days of service of notice of the withdrawal of the claim or counterclaim, request that the Arbitrator order that the withdrawal be with prejudice.

Rule 14. Ex Parte Communications

No Party may have any *ex parte* communication with a neutral Arbitrator regarding any issue related to the Arbitration. Any necessary *ex parte* communication with JAMS, whether before, during or after the Arbitration Hearing, shall be conducted through the Case Manager. The Parties may agree to permit *ex parte* communication between a Party and a non-neutral Arbitrator.

Rule 15. Arbitrator Selection and Replacement

(a) Unless the Arbitrator has been previously selected by agreement of the Parties, the Case Manager at the Administrative Conference may attempt to facilitate agreement among the Parties regarding selection of the Arbitrator.

(b) If the Parties do not agree on an Arbitrator, the Case Manager shall send the Parties a list of at least five (5) Arbitrator candidates in the case of a sole Arbitrator and ten (10) Arbitrator candidates in the case of a tripartite panel. The Case Manager shall also provide each Party with a brief description of the background and experience of each Arbitrator candidate.

(c) Within seven (7) calendar days of service by the Parties of the list of names, each Party may strike two (2) names in the case of a sole Arbitrator and three (3) names in the case of a tripartite panel, and shall rank the remaining Arbitrator candidates in order of preference. The remaining Arbitrator candidate with the highest composite ranking shall be appointed the Arbitrator.

(d) If this process does not yield an Arbitrator or a complete panel, JAMS shall designate the sole Arbitrator or as many members of the tripartite panel as are necessary to complete the panel.

(e) If a Party fails to respond to the list of Arbitrator candidates within seven (7) calendar days of service by the Parties of the list, the Case Manager shall deem that Party to have accepted all of the Arbitrator candidates.

(f) Entities whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of the Arbitrator selection process. JAMS shall determine whether the interests between entities are adverse for purposes of Arbitrator selection, considering such factors as whether the entities are represented by the same attorney and whether the entities are presenting joint or separate positions at the Arbitration.

(g) If, for any reason, the Arbitrator who is selected is unable to fulfill the Arbitrator's duties, a successor Arbitrator shall be chosen in accordance with this Rule. If a member of a panel of Arbitrators becomes unable to fulfill his or her duties after the beginning of a Hearing but before the issuance of an Award, a new Arbitrator will be chosen in accordance with this Rule unless, in the case of a tripartite panel, the Parties agree to proceed with the remaining two Arbitrators. JAMS will make the final determination as to whether an Arbitrator is unable to fulfill his or her duties, and that decision shall be final.

(h) Any disclosures regarding the selected Arbitrator shall be made as required by law or within ten (10) calendar days from the date of appointment. The obligation of the Arbitrator to make all required disclosures continues throughout the Arbitration process.

(i) At any time during the Arbitration process, a Party may challenge the continued service of an Arbitrator for cause. The challenge must be based upon information that was not available to the Parties at the time the Arbitrator was selected. A challenge for cause must be in writing and exchanged with opposing Parties who may respond within seven (7) days of service of the challenge. JAMS shall make the final determination on such challenge. Such determination shall take into account the

materiality of the facts and any prejudice to the parties. That decision will be final.

Rule 16. Preliminary Conference

At the request of any Party or at the direction of the Arbitrator, a Preliminary Conference shall be conducted with the Parties or their counsel or representatives. The Preliminary Conference may address any or all of the following subjects:

- (a) The exchange of information in accordance with Rule 17 or otherwise;
- (b) The schedule for discovery as permitted by the Rules, as agreed by the Parties or as required or authorized by applicable law;
- (c) The pleadings of the Parties and any agreement to clarify or narrow the issues or structure the Arbitration Hearing;
- (d) The scheduling of the Hearing and any prehearing exchanges of information, exhibits, motions or briefs;
- (e) The attendance of witnesses as contemplated by Rule 21;
- (f) The scheduling of any dispositive motion pursuant to Rule 18;
- (g) The premarking of exhibits; preparation of joint exhibit lists and the resolution of the admissibility of exhibits;
- (h) The form of the Award; and
- (i) Such other matters as may be suggested by the Parties or the Arbitrator.

The Preliminary Conference may be conducted telephonically and may be resumed from time to time as warranted.

Rule 17. Exchange of Information

- (a) The Parties shall cooperate in good faith in the voluntary, prompt and informal exchange of all non-privileged documents and other information relevant to the dispute or claim immediately after commencement of the Arbitration.
- (b) The Parties shall complete an initial exchange of all relevant, non-privileged docu-

ments, including, without limitation, copies of all documents in their possession or control on which they rely in support of their positions, names of individuals whom they may call as witnesses at the Arbitration Hearing, and names of all experts who may be called to testify at the Arbitration Hearing, together with each expert's report that may be introduced at the Arbitration Hearing, within twenty-one (21) calendar days after all pleadings or notice of claims have been received. The Arbitrator may modify these obligations at the Preliminary Conference.

(c) Each Party may take one deposition of an opposing Party or of one individual under the control of the opposing Party. The Parties shall attempt to agree on the time, location and duration of the deposition, and if the Parties do not agree these issues shall be determined by the Arbitrator. The necessity of additional depositions shall be determined by the Arbitrator based upon the reasonable need for the requested information, the availability of other discovery options and the burdensomeness of the request on the opposing Parties and the witness.

(d) As they become aware of new documents or information, including experts who may be called upon to testify, all Parties continue to be obligated to provide relevant, non-privileged documents, to supplement their identification of witnesses and experts and to honor any informal agreements or understandings between the Parties regarding documents or information to be exchanged. Documents that have not been previously exchanged, or witnesses and experts not previously identified, may not be considered by the Arbitrator at the Hearing, unless agreed by the Parties or upon a showing of good cause.

(e) The Parties shall promptly notify the Case Manager when an unresolved dispute exists regarding discovery issues. The Case Manager shall arrange a conference with the Arbitrator, either by telephone or in person, and the Arbitrator shall decide the dispute. With the written consent of all Parties, and in accordance with an agreed written procedure, the Arbitrator may appoint a special master to assist in resolving a discovery dispute.

Rule 18. Summary Disposition of a Claim or Issue

(a) The Arbitrator shall decide a Motion for Summary Disposition of a particular claim or issue, either by agreement of all interested Parties or at the request of one Party, provided other interested Parties have reasonable notice to respond to the request.

(b) The Case Manager shall facilitate the Parties' agreement on a briefing schedule and record for the Motion. If no agreement is reached, the Arbitrator shall set the briefing and Hearing schedule and contents of the record.

Rule 19. Scheduling of Hearing

(a) The Arbitrator, after consulting with the Parties that have appeared, shall determine the date and time of the Hearing. The Arbitrator and the Parties shall attempt to schedule consecutive Hearing days if more than one day is necessary.

(b) If a Party has failed to answer a claim and the Arbitrator reasonably believes that the Party will not participate in the Hearing, the Arbitrator may set the Hearing without consulting with that Party. The non-participating Party shall be served with a Notice of Hearing at least thirty (30) calendar days prior to the scheduled date unless the law of the relevant jurisdiction allows for shorter notice.

Rule 20. Pre-Hearing Submissions

(a) Subject to any schedule adopted in the Preliminary Conference (Rule 16), at least fourteen (14) calendar days before the Arbitration Hearing, the Parties shall exchange a list of the witnesses they intend to call, including any experts, a short description of the anticipated testimony of each such witness, an estimate of the length of the witness's direct testimony, and a list of exhibits. In addition, at least fourteen (14) calendar days before the Arbitration Hearing, the Parties shall identify all exhibits intended to be used at the Hearing and exchange copies of such exhibits to the extent that any such exhibit has not been previously exchanged. The Parties should pre-mark exhibits and shall attempt themselves to resolve any disputes regarding the admissibility of exhibits prior to the Hearing. The list of witnesses, with the description and estimate of

the length of their testimony and the copies of all exhibits that the Parties intend to use at the Hearing, in pre-marked form, should also be provided to JAMS for transmission to the Arbitrator, whether or not the Parties have stipulated to the admissibility of all such exhibits.

(b) The Arbitrator may require that each Party submit concise written statements of position, including summaries of the facts and evidence a Party intends to present, discussion of the applicable law and the basis for the requested Award or denial of relief sought. The statements, which may be in the form of a letter, shall be filed with JAMS and served upon the other Parties, at least seven (7) calendar days before the Hearing date. Rebuttal statements or other pre-Hearing written submissions may be permitted or required at the discretion of the Arbitrator.

Rule 21. Securing Witnesses and Documents for the Arbitration Hearing

At the written request of another Party, all other Parties shall produce for the Arbitration Hearing all specified witnesses in their employ or under their control without need of subpoena. The Arbitrator may issue subpoenas for the attendance of witnesses or the production of documents. In the event a Party or a subpoenaed person objects to the production of a witness or other evidence, the Party may file an objection with the Arbitrator, who will promptly rule on the objection, weighing both the burden on the producing Party and the need of the proponent for the witness or other evidence.

Rule 22. The Arbitration Hearing

(a) The Arbitrator will ordinarily conduct the Arbitration Hearing in the manner set forth in these Rules. The Arbitrator may vary these procedures if it is determined reasonable and appropriate to do so.

(b) The Arbitrator shall determine the order of proof, which will generally be similar to that of a court trial.

(c) The Arbitrator shall require witnesses to testify under oath if requested by any Party, or otherwise in the discretion of the Arbitrator.

(d) Strict conformity to the rules of evidence is not required, except that the Arbitrator shall apply applicable law relating to privileges and work product. The Arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The Arbitrator may be guided in that determination by principles contained in the Federal Rules of Evidence or any other applicable rules of evidence. The Arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all Parties are afforded the opportunity to present material and relevant evidence.

(e) The Arbitrator shall receive and consider relevant deposition testimony recorded by transcript or videotape, provided that the other Parties have had the opportunity to attend and cross-examine. The Arbitrator may in his or her discretion consider witness affidavits or other recorded testimony even if the other Parties have not had the opportunity to cross-examine, but will give that evidence only such weight as the Arbitrator deems appropriate.

(f) The Parties will not offer as evidence, and the Arbitrator shall neither admit into the record nor consider, prior settlement offers by the Parties or statements or recommendations made by a mediator or other person in connection with efforts to resolve the dispute being arbitrated, except to the extent that applicable law permits the admission of such evidence.

(g) The Hearing or any portion thereof may be conducted telephonically with the agreement of the Parties or in the discretion of the Arbitrator.

(h) When the Arbitrator determines that all relevant and material evidence and arguments have been presented, the Arbitrator shall declare the Hearing closed. The Arbitrator may defer the closing of the Hearing until a date agreed upon by the Arbitrator and the Parties, to permit the Parties to submit post-Hearing briefs, which may be in the form of a letter, and/or to make closing arguments. If post-Hearing briefs are to be submitted, or closing arguments are to be made, the Hearing shall be deemed closed upon receipt by the Arbitrator of such briefs or at the conclusion of such closing arguments.

(i) At any time before the Award is rendered, the Arbitrator may, on his or her own initiative or on application of a Party for good cause shown, re-open the Hearing. If the Hearing is re-opened and the re-opening prevents the rendering of the Award within the time limits specified by these Rules, the time limits will be extended for an appropriate period of time.

(j) The Arbitrator may proceed with the Hearing in the absence of a Party who executed an Arbitration agreement, or who is otherwise bound to arbitrate, and who after receiving notice of the Hearing pursuant to Rule 19, fails to attend. The Arbitrator may not render an Award solely on the basis of the default or absence of the Party, but shall require any Party seeking relief to submit such evidence as the Arbitrator may require for the rendering of an Award. If the Arbitrator reasonably believes that a Party will not attend the Hearing, the Arbitrator may schedule the Hearing as a telephonic Hearing and may receive the evidence necessary to render an Award by affidavit. The notice of Hearing shall specify if it will be in person or telephonic.

(k) (i) Any Party may arrange for a stenographic or other record be made of the Hearing and shall inform the other Parties in advance of the Hearing. The requesting Party shall bear the cost of such stenographic record. If all other Parties agree to share the cost of the stenographic record, it shall be made available to the Arbitrator and may be used in the proceeding.

(ii) If there is no agreement to share the cost of the stenographic record, it may be provided to the Arbitrator and may not be used in the proceeding unless the Party arranging for the stenographic record either agrees to provide access to the stenographic record at no charge or on terms that are acceptable to the Parties and the reporting service.

(iii) If the Parties agree to an Optional Arbitration Appeal Procedure (see Rule 34), they shall ensure that a stenographic or other record is made of the Hearing and shall share the cost of that record.

(iv) The Parties may agree that the cost of the stenographic record shall or shall not be allocated by the Arbitrator in the Award.

Rule 23. Waiver of Hearing

The Parties may agree to waive the oral Hearing and submit the dispute to the Arbitrator for an Award based on written submissions and other evidence as the Parties may agree.

Rule 24. The Award

(a) Absent good cause for an extension, and except as provided in Rule 22(i), the Arbitrator shall render the Award within thirty (30) calendar days after the date of the closing of the Hearing (as defined in Rule 22(h)) or, if a Hearing has been waived, within thirty (30) calendar days after the receipt by the Arbitrator of all materials specified by the Parties. The Arbitrator shall provide the Award to the Case Manager for issuance in accordance with this rule.

(b) Where a panel of Arbitrators has heard the dispute, the decision and Award of a majority of the panel shall constitute the Arbitration Award and shall be binding on the Parties.

(c) Unless the Parties specify a different standard, in determining the Award the Arbitrator shall be guided by principles of law and equity as applied to the facts found at the Arbitration Hearing. The Arbitrator may grant any remedy or relief that is just and equitable and within the scope of the Parties' agreement, including but not limited to specific performance of a contract.

(d) In addition to the final Award, the Arbitrator may make other decisions, including interim or partial rulings, orders and Awards.

(e) Interim Measures. The Arbitrator may take whatever interim measures are deemed necessary, including injunctive relief and measures for the protection or conservation of property and disposition of disposable goods. Such interim measures may take the form of an interim Award, and the Arbitrator may require security for the costs of such measures. Any recourse by a Party to a court for interim or provisional relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(f) In any Award, order or ruling, the Arbitrator may also assess Arbitration fees, Arbitrator compensation and expenses if provided by agreement of the Parties, allowed by appli-

cable law or pursuant to Rule 31(c), in favor of any Party.

(g) The Award will consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless all Parties agree otherwise, the Award shall also contain a concise written statement of the reasons for the Award.

(h) After the Award has been rendered, and provided the Parties have complied with Rule 31, the Award shall be issued by serving copies on the Parties. Service may be made by U.S. Mail. It need not be sent certified or registered.

(i) Within seven (7) calendar days after issuance of the Award, any Party may serve upon the other Parties and on JAMS a request that the Arbitrator correct any computational, typographical or other error in an Award, or the Arbitrator may sua sponte propose to correct such errors in an Award. A Party opposing such correction shall have seven (7) calendar days in which to file any objection. The Arbitrator may make any necessary and appropriate correction to the Award within fourteen (14) calendar days of receiving a request or seven (7) calendar days after the Arbitrator's proposal to do so. The corrected Award shall be served upon the Parties in the same manner as the Award.

(j) The Award is considered final, for purposes of either an Optional Arbitration Appeal Procedure pursuant to Rule 34 or a judicial proceeding to enforce, modify or vacate the Award pursuant to Rule 25, fourteen (14) calendar days after service is deemed effective if no request for a correction is made, or as of the effective date of service of a corrected Award.

Rule 25. Enforcement of the Award

Proceedings to enforce, confirm, modify or vacate an Award will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. or applicable state law.

Rule 26. Confidentiality and Privacy

(a) The Case Manager and the Arbitrator shall maintain the confidential nature of the Arbitration proceeding and the Award, including the Hearing, except as necessary in connection with a judicial challenge to or enforcement of an Award, or unless otherwise required by law or judicial decision.

(b) The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

(c) Subject to the discretion of the Arbitrator or agreement of the Parties, any person having a direct interest in the Arbitration may attend the Arbitration Hearing. The Arbitrator may exclude any non-Party from any part of a Hearing.

Rule 27. Waiver

(a) If a Party becomes aware of a violation of or failure to comply with these Rules and fails promptly to object in writing, the objection will be deemed waived, unless the Arbitrator determines that waiver will cause substantial injustice or hardship.

(b) If any Party becomes aware of information that could be the basis of a challenge for cause to the continued service of the Arbitrator, such challenge must be made promptly, in writing, to the Arbitrator or JAMS. Failure to do so shall constitute a waiver of any objection to continued service by the Arbitrator.

Rule 28. Settlement and Consent Award

(a) The Parties may agree, at any stage of the Arbitration process, to submit the case to JAMS for mediation. The JAMS mediator assigned to the case may not be the Arbitrator or a member of the Appeal Panel, unless the Parties so agree pursuant to Rule 28(b).

(b) The Parties may agree to seek the assistance of the Arbitrator in reaching settlement. By their written agreement to submit the matter to the Arbitrator for settlement assistance, the Parties will be deemed to have agreed that the assistance of the Arbitrator in such settlement efforts will not disqualify the Arbitrator from continuing to serve as Arbitrator if settlement is not reached; nor shall such

assistance be argued to a reviewing court as the basis for vacating or modifying an Award.

(c) If, at any stage of the Arbitration process, all Parties agree upon a settlement of the issues in dispute and request the Arbitrator to embody the agreement in a Consent Award, the Arbitrator shall comply with such request unless the Arbitrator believes the terms of the agreement are illegal or undermine the integrity of the Arbitration process. If the Arbitrator is concerned about the possible consequences of the proposed Consent Award, he or she shall inform the Parties of that concern and may request additional specific information from the Parties regarding the proposed Consent Award. The Arbitrator may refuse to enter the proposed Consent Award and may withdraw from the case.

Rule 29. Sanctions

The Arbitrator may order appropriate sanctions for failure of a Party to comply with its obligations under any of these Rules. These sanctions may include, but are not limited to, assessment of costs, exclusion of certain evidence, or in extreme cases ruling on an issue submitted to Arbitration adversely to the Party who has failed to comply.

Rule 30. Disqualification of the Arbitrator as a Witness or Party and Exclusion of Liability

(a) The Parties may not call the Arbitrator, the Case Manager or any other JAMS employee or agent as a witness or as an expert in any pending or subsequent litigation or other proceeding involving the Parties and relating to the dispute that is the subject of the Arbitration. The Arbitrator, Case Manager and other JAMS employees and agents are also incompetent to testify as witnesses or experts in any such proceeding.

(b) The Parties shall defend and/or pay the cost (including any attorneys' fees) of defending the Arbitrator, Case Manager and/or JAMS from any subpoenas from outside Parties arising from the Arbitration.

(c) The Parties agree that neither the Arbitrator, Case Manager nor JAMS is a necessary Party in any litigation or other proceeding relating to the Arbitration or the subject matter

of the Arbitration, and neither the Arbitrator, Case Manager nor JAMS, including its employees or agents, shall be liable to any Party for any act or omission in connection with any Arbitration conducted under these Rules, including but not limited to a recusal by the Arbitrator.

Rule 31. Fees

(a) Each Party shall pay its pro-rata share of JAMS fees and expenses as set forth in the JAMS fee schedule in effect at the time of the commencement of the Arbitration, unless the Parties agree on a different allocation of fees and expenses. To the extent possible, the allocation of such fees and expenses shall not be disclosed to the Arbitrator. JAMS agreement to render services is jointly with the Party and the attorney or other representative of the Party in the Arbitration.

(b) JAMS requires that the Parties deposit the fees and expenses for the Arbitration prior to the Hearing and may preclude a Party that has failed to deposit its pro-rata or agreed-upon share of the fees and expenses from offering evidence of any affirmative claim at the Hearing. JAMS may waive the deposit requirement upon a showing of good cause.

(c) The Parties are jointly and severally liable for the payment of the fees and expenses of JAMS. The Arbitrator may in the Award assess such fees and expenses or any part thereof against any Party. In the event that one Party has not appeared and the other Party has paid the full amount of the fees, upon request the Arbitrator shall Award the defaulting Party's share of the fee obligation against it and in favor of the Party that has paid. In addition, the Arbitrator may Award against any Party any costs or fees that the Party owes with respect to the Arbitration.

(d) JAMS may defer issuance of an Arbitration Award rendered by the Arbitrator if any and/or all outstanding invoices are not paid. If JAMS declines to issue an Arbitration Award in accordance with this Rule, it shall not be issued to any Party.

(e) Entities whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of JAMS' assessment of fees. JAMS shall determine

whether the interests between entities are adverse for purpose of fees, considering such factors as whether the entities are represented by the same attorney and whether the entities are presenting joint or separate positions at the Arbitration.

Rule 32. Bracketed (or High-Low) Arbitration Option

(a) At any time before the issuance of the Arbitration Award, the Parties may agree, in writing, on minimum and maximum amounts of damages that may be awarded on each claim or on all claims in the aggregate. The Parties shall promptly notify the Case Manager, and provide to the Case Manager a copy of their written agreement setting forth the agreed-upon maximum and minimum amounts.

(b) The Case Manager shall not inform the Arbitrator of the agreement to proceed with this option or of the agreed-upon minimum and maximum levels without the consent of the Parties.

(c) The Arbitrator shall render the Award in accordance with Rule 24.

(d) In the event that the Award of the Arbitrator is in between the agreed-upon minimum and maximum amounts, the Award shall become final as is. In the event that the Award is below the agreed-upon minimum amount, the final Award issued shall be corrected to reflect the agreed-upon minimum amount. In the event that the Award is above the agreed-upon maximum amount, the final Award issued shall be corrected to reflect the agreed-upon maximum amount.

Rule 33. Final Offer (or Baseball) Arbitration Option

(a) Upon agreement of the Parties to use the option set forth in this Rule, at least seven (7) calendar days before the Arbitration Hearing, the Parties shall exchange and provide to the Case Manager written proposals for the amount of money damages they would offer or demand, as applicable, and that they believe to be appropriate based on the standard set forth in Rule 24 (c). The Case Manager shall promptly provide a copy of the Parties' proposals to the Arbitrator, unless the Parties agree

that they should not be provided to the Arbitrator. At any time prior to the close of the Arbitration Hearing, the Parties may exchange revised written proposals or demands, which shall supersede all prior proposals. The revised written proposals shall be provided to the Case Manager who shall promptly provide them to the Arbitrator, unless the Parties agree otherwise.

(b) If the Arbitrator has been informed of the written proposals, in rendering the Award the Arbitrator shall choose between the Parties' last proposals, selecting the proposal that the Arbitrator finds most reasonable and appropriate in light of the standard set forth in Rule 24(c). This provision modifies rule 24(g) in that no written statement of reasons shall accompany the Award.

(c) If the Arbitrator has not been informed of the written proposals, the Arbitrator shall render the Award as if pursuant to Rule 24, except that the Award shall thereafter be corrected to conform to the closest of the last proposals, and the closest of the last proposals will become the Award.

(d) Other than as provided herein, the provisions of Rule 24 shall be applicable.

Rule 34. Optional Arbitration Appeal Procedure

At any time before the Award becomes final pursuant to Rule 24, the Parties may agree to the JAMS Optional Arbitration Appeal Procedure. All Parties must agree in writing for such procedure to be effective. Once a Party has agreed to the Optional Arbitration Appeal Procedure, it cannot unilaterally withdraw from it, unless it withdraws, pursuant to Rule 13, from the Arbitration.



THE RESOLUTION EXPERTS

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MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

MTA CHIEF OF TRANSIT POLICE – ROLE AND RESPONSIBILITIES

The MTA Chief of Transit Police (Chief) shall have responsibility and authority over the MTA's Transit Community Policing Program consistent with MTA Board policy and under the guidance of the MTA's Chief Executive Officer and Deputy Chief Executive Officer. The Chief is responsible for implementing MTA Board policy and the administrative and operational directions of the MTA Chief Executive Officer, and Deputy Chief Executive Officer. Within these policies and directives, the Chief shall establish priorities for resource allocation of Transit Community Policing and security assets. The MTA Chief of Transit Police commands the LASD Transit Services Bureau and the MTA Security Department. The Chief will lead the effort to develop annual performance objectives and goals for the Transit Community Policing Program. These goals and objectives may include items such as follows:

- The number of daily transit community policing contacts with MTA bus operators
- The number of daily transit community policing contacts with MTA operations staff
- The number of daily transit community policing contacts with MTA management
- Level of customer satisfaction as reported in the annual MTA customer survey
- Level of customer satisfaction among MTA bus operators
- Level of customer satisfaction among MTA operations staff
- Level of customer satisfaction among MTA management staff
- Long term crime trends
- Short term crime trends
- Transit time vs. non-transit time
- All calls handled, or responded to, outside the Transit Community

TRANSIT COMMUNITY POLICING SERVICE IN SUPPORT OF MTA BUS SERVICE SECTOR AND BUS DIVISION OPERATIONS

The LASD shall develop a plan for addressing transit security issues to ensure the safety of the customers, operators, employees, revenues and assets of the Los Angeles County Metropolitan Transportation Authority as they relate to Transit Community Policing Area and division operations. The framework for this plan is as follows.

The LASD will provide dedicated Transit Community Policing coverage to certain Transit Community Policing Areas within the MTA service area. These services are based on the MTA's operating divisions. Deputies assigned to Transit Community Policing service may operate out of MTA facilities geographically located throughout the City and County of Los Angeles in order to maintain day-to-day personal contact and communications with bus

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operators, bus operations staff, division and Service Sector management. All space allocations will be at the discretion of the MTA's Chief of Transit Police. Actual directed patrol strategies and deployment will vary to meet Transit Community Policing Area needs, including crime and disorder problems affecting customers and operators, patron usage and system requirements unique to each Transit Community Policing Area. The basis for this Transit Community Policing Service shall be the MTA's Operating Divisions and the specific transit lines that are operated by each division. This Transit Community Policing service is line oriented not geographically oriented. That is, the same team of deputies provide service for a single MTA operating division and they become expert on the transit lines operated by that division. For organizational command and control purposes, the LASD teams assigned to the divisions report to and are controlled by the Sector Lieutenant or OIC in cooperation with the MTA's Sector General Manager.

This Transit Community Policing strategy shall be developed by the LASD with input from the Metro Bus Sector General Manager (GM), the Operating Division Managers and with the approval of the MTA Chief of Transit Police. The policing strategy employed by the LASD should stress the need for close communications and cooperation between the transit police and Service Sector General Managers, the Operating Division Managers and their respective staffs and employees, as well as with their counterparts in contiguous Transit Community Policing Areas.

By combining the general policing expertise and knowledge of the LASD with the public transit experience of the MTA, a variety of proven, flexible deployment and community policing strategies, including directed uniform and plainclothes patrol and special enforcement functions, may be utilized.

The MTA will work with the LASD to identify office space and other facilities at each Service Sector headquarters, the Operating Divisions or other locations within the Service Sector, as may be required to billet the "Team Leader" for the security area transit community policing team. Further development of additional substations and other facility resources may be furnished at the discretion of the MTA Chief of Transit Police with the advice and input from the Service Sector General Manager.

The MTA is placing a high degree of emphasis on the LASDs understanding of, and commitment to, Transit Community Policing. The MTA is looking for innovative approaches to transit community policing and problem solving that will secure and protect the transit community in the most efficient and effective manner.

TRANSIT COMMUNITY POLICING – DIRECTED UNIFORMED PATROL OPERATIONS

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The majority of sworn deputies assigned to Metro Bus Sectors will be assigned to transit community policing which may include directed uniformed patrol. Uniformed patrol deputies may be deployed in marked radio cars, motorcycles, bicycles, Segways, foot beats, or other modes of transport to problem solve in a specific geographic area or in support of a specific transit line. Many of the current random or roving patrols will be replaced with deputies on directed patrol and on the transit vehicles. Their assigned responsibilities will be to solve the problems impacting the MTA transit community. They may also respond to transit related calls for service, to perform preventative patrol activities in and around bus stops, transit properties and other MTA facilities, and to patrol identified transit crime problem locations within their Transit Community Policing patrol area or on their assigned transit lines. These duties are similar to those utilized in general Transit Community Policing directed patrol operations, however they will be tailored to the transit system's unique needs and operational conditions. Under the concepts and principles of Transit Community Policing the LASD's staff shall perform the following functions when in uniform:

- When in uniform, and available to handle a call for service, deputies promptly respond to reports of criminal activity and calls for service from bus operators, MTA staff and the customers. When dedicated transit units are not readily available, the transit unit ensures that a local law enforcement unit responds to the call for service in a timely manner. It must be kept in mind that transit passengers and transit employees deserve the same level of protection as any other citizens. The citizens of Los Angeles County have a basic right to protection and security provided by the local police jurisdictions when they use public transportation.
- Deputies not in full uniform, but who have rapid access to their "Raid Jacket" or other similar item of uniform apparel, may also respond to calls for service as detailed above.
- Crime suppression through high visibility uniformed patrolling at problem locations affecting public transit (strip malls, bus stops, bus terminals, schools etc.).
- Bus Boardings: Patrol Deputies will, as a regular part of their patrol duties, physically board and ride in-service buses within their directed patrol area to provide high visibility crime prevention. These deputies deal with criminal violations, and obtain pertinent crime information from bus operators. The goal of these directed boardings is to achieve a high level of visible security, maintain an orderly environment aboard buses, and to reassure customers and operators that safety is a high priority for the MTA and the LASD.
- Deputies will apply *Transit Community Policing* principles to address transit crime problems. *Transit Community Policing* entails identifying crime and disorder problems and patterns,

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then developing and implementing effective plans and strategies to solve the problems. This method utilizes active prevention and early intervention techniques to maintain peace and order. The LASD's deputies will actively engage the assistance of other public service agencies and providers in these Transit Community Policing tactics.

- Enforcement of parking and traffic laws to ensure uninterrupted bus service, and to maintain unobstructed bus stop zones, transit ways, priority and contra-flow lanes and other transit related traffic enforcement needs.
- Provide protection for MTA employees and contractors (such as operators, maintenance personnel, stops and zones staff, schedule checkers and contractors) and other employees who are assigned to transit field duties in higher-crime areas throughout the service sector.
- At the direction of the MTA Chief of Transit Police, provide supplemental security for MTA Board meetings, MTA officials and visiting dignitaries when requested by MTA Security staff.
- Participate in community meetings to promote awareness of available community transit community policing services, promote transit related safety, and ascertain the concerns and problems citizens are facing in relation to transit crime and rider safety.
- Conduct safety, security and crime prevention training for transit patrons and those impacted by the transit system throughout the Transit Community Policing Area.
- Conduct safety, security and crime prevention training for MTA employees throughout the Transit Community Policing Area.
- Dedicated deputies attend MTA "OPS & COPS" meetings at operating divisions and other locations as scheduled to interact with bus operators and other MTA staff on matters of Transit Community Policing and security.
- Respond to or investigate MTA bus related traffic accidents.
- Respond to or investigate MTA bus related incidents including bomb threats, terrorists threats and other incidents.
- Advise the MTA's Chief of Transit Police on current threat issues regarding terrorism. Advise the Chief on appropriate countermeasures and anti-terrorism training and other preparations.

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- Provide a Sergeant or Lieutenant to serve as a liaison (Team Leader) to sector General Managers.
- Develop Memoranda of Understanding with other state and local law enforcement agencies on issues of operational procedures, jurisdictional matters and operational protocols to ensure adequate protection for MTA passengers and staff.

FARE ENFORCEMENT FUNCTION

The LASD's sworn deputies shall conduct fare enforcement operations to enforce the MTA's fare policy and regulations on the Metro Bus System. This function is a supplement to the primary fare inspection duties of bus operators. The MTA is seeking fare enforcement program, for bus and rail, that are both high visibility and customer friendly. This fare enforcement function should be designed to complement the overall Transit Community Policing Program and to provide a customer oriented service on MTA bus and rail lines. In the course of their fare enforcement duties, deputies shall issue citations for certain crimes and infractions on the transit system. Deputies, may be required to carry and use a hand held fare inspection device for the purpose described above.

PLAINCLOTHES DETAILS AND SPECIAL TEAM FUNCTIONS

In many cases deployment of plainclothes functions is a more effective tactic than uniformed patrol to address certain quality of life Transit Community Policing problems. Therefore, the LASD shall establish plainclothes functions and capabilities designed to enhance the security of the MTA's Transit Community Policing Areas. These plainclothes and special teams capabilities may be developed through the permanent establishment of dedicated teams or they may be achieved by having uniformed deputies assigned to these special duties on an as required basis. Maximum flexibility in the deployment of sworn deputies is encouraged. Any permanent plain clothes teams shall be with the approval of the MTA's Chief of Transit Police as the MTA seeks to avoid permanent teams with a limited role in favor of more cost effective flexible teams that can perform both uniformed duties and plainclothes or undercover operations. Some suggested plainclothes functions may include, but are not limited to:

- Anti-Graffiti function: The Anti-Graffiti function performs directed patrol of the bus system and conducts surveillance to identify locations and lines with a high degree of graffiti and vandalism activity. They arrest and conduct case follow-ups on habitual graffiti violators

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(taggers) and tagging groups (crews) active on the bus system. This function also maintains intelligence files for tagger identification and prosecution purposes. This function also participates in the MTA's restitution program for taggers. This function develops a high degree of expertise on dealing with vandalism and graffiti. This function uses innovative tactics and strategies in dealing with this high priority issue.

- **Anti-Sexual Predator function:** The LASD may develop a special capability to counter sexual predators who might target transit patrons. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Anti-Pickpocket function:** The LASD may develop a special capability to counter pickpocket crews who might target transit patrons. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Revenue Protection function:** The LASD may develop a special capability in the area of counterfeit crews who might target the transit system. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Anti-Terrorism function:** The LASD may develop a special capability in the area of anti-terrorism. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Anti-Insurance Fraud function:** The LASD may develop a capability to work closely with MTA Risk Management, Special Investigations Unit – SIU, to investigate fraudulent claims filed against the MTA as a result of staged accidents, false injury reports, or workers compensation fraud, etc. This function may be an extra duty for patrol or detective personnel.
- **Transit Crime Analysis function:** This function obtains information from patrol logs and reports, crime analysis, computer data bases, MDTs and other intelligence gathering units in order to complete comprehensive transit crime analysis in support of transit community policing operations. This unit or function may be staffed with sworn personnel or civilians.

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NOTE: All of these plainclothes details and special functions may be performed by patrol deputies on temporary special assignment rather than having permanent units. Innovative approaches to these functions are encouraged.

DETECTIVE FUNCTION – GENERAL INVESTIGATIONS

The LASD may assign detectives to the transit unit, as required, to conduct case follow-ups and general investigations, but only for crime issues that require specific transit expertise or for crimes where the investigation is required for the best interest of transit passengers or MTA staff. Detective services may also be used to investigate crimes involving an MTA employee. The MTA does not desire that general detective work be done by the LASD TSB for work that would normally be assigned to the local police agency and where that police department would be expected to do a sufficient job in case follow-up and prosecution. Although a crime may have been committed on a bus, or at a bus stop, that does not always mean that the MTA should pay for the criminal investigation. The MTA is willing to pay for criminal investigations that require specific transit expertise and knowledge or where the detective work is clearly in the best interest of the MTA and our passengers.

Transit expertise may also be required in the investigation of certain crimes where the MTA employee is a suspect or where detailed knowledge of MTA operations and systems is required such as fare media fraud, internal embezzlement and other financial crimes. The MTA and its employees and passengers should receive the same level of detective services as any other agency or citizen in the County without having to pay for the service. Most Part I crimes and other non-quality of life crime investigations should be the responsibility of the local police jurisdiction and not paid for by the MTA.

- The LASD may have dedicated detectives assigned to transit services for case follow-up, filings, and coordination with other investigative units and prosecutorial agencies for cases that require specific transit expertise or for crimes involving an MTA employee or where the work is clearly in the best interest of the MTA as a deterrent to further crime.
- Detectives may be housed in MTA facilities as necessary and where appropriate but at the discretion and with the approval of the MTA's Chief of Transit Police.
- Detectives may be provided with MTA computers, intranet access and access to certain computer systems as necessary to perform their duties on behalf of the Authority at the discretion and with the approval of the MTA's Chief of Transit Police.
- Detectives are assigned to the MTA's Threat Management Team and provide law

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enforcement as needed for threat management.

GENERAL TRANSIT COMMUNITY POLICING AND SECURITY TASKS AND DUTIES

The LASD may be required to perform the following Transit Community Policing and security tasks and duties:

- Provide safety and security training to MTA staff and to the transit riding public as needed.
- Assign sworn personnel to the MTA's Emergency Operations Center (EOC) in the event of an emergency activation.
- Provide "Back-up" for MTA security officers as needed and requested by the MTA Security Control Center or Watch Commander.
- Provide "security review and comment" for MTA construction or operational projects and services.
- Provide advice on Transit Community Policing and security to MTA management.
- Provide unbiased and impartial Transit Community Policing at MTA locations as directed by the MTA Chief of Transit Police during any union work stoppage or lockout. During work stoppages that result in reduced transit services, the LASD will absorb unneeded deputies into its County ranks and not charge the MTA for such deputies until transit service levels return to normal and the deputies are again required. The MTA's Chief of Transit Police will determine required reductions when a work stoppage occurs.
- Commit that LASD's police services are not to be routinely used for general law enforcement activities on behalf of any jurisdiction other than the LACMTA without specific approval from the MTA's Deputy CEO.
- Conduct security and risk assessments in support of the MTA's overall security needs.
- Conduct security studies as deemed necessary by the MTA's Chief of Transit Police in support of the safe and secure functioning of the regional public transit system.

NOTE: The list above is not intended to be totally inclusive of all similar tasks. Other similar

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general policing and security tasks may be required as directed by the MTA's Chief of Transit Police or the MTA's Deputy CEO.

DISPATCH OPERATIONS AND COMMUNICATIONS

The LASD shall provide an adequate "Police Radio Dispatch and Communications" capability. This system shall be designed and operated to minimize response times on calls for service where the primary response is from a transit police unit or from a local police unit. This communication function must be seamless in operation and it should be fully integrated into the police agency's basic communication system.

This communication system must have rapid, direct and dedicated communications channels, such as a "Ring Down Line," to the MTA's two primary dispatch centers located at: (1) the Bus Operations Control Center – BOCC, and (2) the Rail Operations Control Center – ROCC. These two MTA dispatch centers are the nerve centers of the MTA transit operation and direct and adequate communications between these control centers and our Transit Community Policing agency is vital.

COST CONTAINMENT PROGRAM AND GRANTS

The LASD shall work closely with the MTA to aggressively seek ways to contain Transit Community Policing Program costs while maintaining adequate overall security. The LASD shall develop and implement strategies to reduce costs. Cost containment strategies may include "Civilianizing" certain functions performed by sworn deputies, use of advanced technology, and use of uniformed non-sworn security personnel were appropriate among other options.

The MTA may apply for certain federal or state grant funding to support transit security or safety programs. The LASD shall cooperate with the MTA in the grant application process and in any implementation required through the grants.

CITATION ADMINISTRATION

The LASD's dedicated deputies shall only be issued MTA coded citation books. These deputies shall not carry any other citation book as 100% of their time is paid by the MTA. The LASD shall write all citations including parking, vehicle code and criminal violations and infractions on MTA citation books only. The MTA is entitled by law to certain revenues from these citations. This citation program shall be administered as if the LASD was the MTA's own internal transit

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police department. All appropriate citation revenues shall continue to accrue to the MTA without any offsets.

The LASD shall conduct the initial reviews of all citations and the MTA's Board appointed hearing officer shall conduct the necessary "Administrative Hearings" for parking citations.

CRIME REPORTING AND ANALYSIS

The LASD shall develop and implement a crime reporting and analysis program in support of the MTA. This program may be based on the LASD's own internal crime reporting and analysis programs and protocols with modifications to meet the needs of the MTA. This function is required to provide enough data and information to thoroughly inform the MTA Board and management team as to the nature and details of crime on the MTA's regional public transit system. The LASD shall provide all reasonable and customary reports and analysis as directed by the MTA Chief of Transit Police. Certain reports will be required on a periodic basis, i.e. daily, weekly, monthly, quarterly or annually as determined by the MTA Chief of Transit Police.

The LASD shall provide all necessary and required reports to the FTA, DOT, DOJ, FBI and other federal, state and local agencies. These reports may be audited annually either by in-house staff, or by an independent audit firm (See Independent Auditing and Penalties section).

These reports and data may include, but not limited to:

- Transit crime statistics
- Major incident reports
- Crime trends and analysis
- Threat assessments
- Activity reports
- Area crime analysis
- Area crime analysis in support of the MTA Planning or Construction Departments
- Enforcement activities
- Transit vehicle boardings by deputies
- Fare inspections made for the period
- Daily activity reports
- Crime reports by mode
- Deployment
- Deputy observations vs. reported crime
- MTA employee interaction by sector
- Police logs based on the LASD's jurisdiction format

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- Transit Time vs. Non-Transit Time
- Anti-Terrorism activities and programs
- Other reports or analyses directed by the MTA Chief of Transit Police

PRODUCTIVITY REPORTS AND ANALYSES

LASD TSB and the MTA Security Department shall provide the MTA Chief of Transit Police with all reasonable and customary productivity data, reports and analysis to enable both the LASD's management and MTA management the information necessary to effectively and efficiently administer the Transit Community Policing Program. These reports should incorporate customary performance measurement standards. These reports and analyses may include, but are not limited to; recapitulations and summary data from deputy's daily logs, unit productivity analysis and other data that may be useful in conducting individual and unit program productivity analysis. Summary data from deputy's daily logs may include counts of such activities as; location checks, MTA staff contracts, bus or rail boardings, security guard welfare checks, MTA staff welfare checks, train room visits, meetings with MTA operations staff, and other data and reports as directed by the MTA Chief of Transit Police. LASD TSB and the MTA Security Department shall also provide all reasonable special reports and analysis as required by the MTA Chief of Transit Police.

MUNICIPAL OPERATORS

The LASD shall provide service to certain "Municipal Bus Operators" as it does for the MTA. Certain Municipal Operators may provide funding to the MTA for regional Community Transit community policing Service. A list of these operators shall be provided to the LASD each July indicating the amount of funding that the operator is providing to the MTA for transit community policing service. The MTA, with the advice of the LASD, will determine the amount of policing service that is to be provided to the municipal operator based on their contribution to the program.

RESERVE DEPUTY PROGRAM

The LASD is encouraged to develop and implement a Reserve Deputy Program to provide additional police service to the MTA. This program could provide both line reserve deputies and technical and administrative support personnel to supplement the Community Transit Community Policing Program. This program will provide additional resources and it is not

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intended to reduce the number of regular deputies or support staff assigned to the MTA.

MEMORANDA OF UNDERSTANDING WITH OTHER POLICE JURISDICTIONS

To enhance "seamless" Transit Community Policing within each security area, abutting security areas as well as rail operations that operate within or through this bus security area clear understandings are required with other police agencies. The LASD shall negotiate and establish "Memoranda of Understanding" (MOU) with other police jurisdictions in the security area to specify certain protocols and procedures in the area of Transit Community Policing. These MOU may include protocols on major traffic accident investigations and other important police procedures.

EXISTING POLICE RESOURCES AND SPECIAL TEAMS

Additional resources available to Metro Bus Operations Sectors shall include SWAT Teams, K-9 units, helicopter units, mounted units, crisis negotiation units, bomb squads, mounted units, motor units, Threat Assessment Teams, anti-terrorism units etc. These units will routinely support and augment dedicated Metro Bus Sector enforcement personnel in order to provide an enhanced level of protection for bus riders and operators. It must be kept in mind that these special resources would be available to support the MTA even without any special contractual relationship. These special services shall be provided to the MTA at no cost to the Authority.

The LASD shall develop integrated training and operational procedures for transit operations will be developed to support all Transit Community Policing efforts. Training will consist of tactics for interception of moving and standing buses and bus take-downs. All personnel assigned to transit services will be required to complete training in areas which include: bus safety, bus operations, conflict resolution, self-defense, specialized bus tactics, and -- most importantly -- Transit Community Policing.

INDEPENDENT AUDITING AND PENALTIES

The MTA will independently audit compliance with the provisions of the final MOA/MOU. These audits will include evaluations of the monthly, and other periodic reports, fare evasion data, labor hours charged to the MTA and other activities and information. The LASD shall cooperate in all of these audit activities. Independent audit results that find material differences

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in reporting results, personnel being charged to the MTA, but not actively working on MTA business, or other deviations from the MOA/MOU provisions will be subject to the resolution process set forth in the MOU.

SCOPE OF WORK

Metro Rail

Transit Community Policing Areas

SECTION OVERVIEW:

The LASD shall provide the "Transit Community Policing Services" described herein for the Los Angeles County Metropolitan Transportation Authority (MTA) in support of the MTA transit services within Metro Rail Transit Community Policing Areas. The LASD shall provide Transit Community Policing Services for the areas and functions listed below:

South Metro Rail Service Sector:

- 1. Metro Blue Line**
- 2. Metro Green Line**

North Metro Rail Service Sector:

- 3. Metro Gold Line**
- 4. Metro Red Line**

These Transit Community Policing services shall be designed to prevent crime and disorder on the MTA's regional public transit system. The services shall be developed by the LASD under the guidance and oversight of the MTA's Chief of Transit Police.

The LASD must have the full capacity, ability and legal authority to provide all of the law enforcement and security services herein specified for the entire Transit Community Policing Area for which an MOA/MOU is executed.

PURPOSE OF MTA TRANSIT COMMUNITY POLICING PROGRAM:

The fundamental purpose of the MTA's Transit Community Policing Program is to enhance the safety and security of the MTA's customers, employees and assets. This purpose is accomplished through a well crafted program that primarily addresses "Quality of Life" issues on

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board and near the transit system. The MTA desires a Transit Community Policing Program that provides for an orderly and near crime free environment for our public transit services. The MTA, along with the LASD, will develop a program that focuses on quality of life issues including but not limited to:

- Fare evasion.
- Vandalism.
- Graffiti.
- Disorderly conduct.
- And other violations of the 640 Section of the Penal Code.

A Transit Community Policing Program that addresses these types of quality of life issues will be nearly free of all types of crime. This Transit Community Policing concept is based on the "Broken Windows Theory" of policing – where, in general, paying sufficient attention to the little problems can reduce or eliminate the larger problems.

The focus of the MTA's Transit Community Policing Program must be proactive and preventive in nature as opposed to reactive. That means the MTA's police and security assets should be focused on preventing crime rather than developing an advanced capability to respond to crime and apprehend the perpetrator. Catching criminals is fundamentally the responsibility of the local law enforcement agencies - not the transit agency. The transit agency provides public transportation services. This agency, like all other special districts in California, relies on the local police jurisdiction for general law enforcement services. The MTA chooses to enhance and supplement the local law enforcement agency's capability to deal with specific types of quality of life crimes on or near our system as a clear enhancement to the transit service provided.

PERSONNEL:

The LASD shall provide sworn peace officers with full authority as set forth in the California Penal Code and regulated by the California Commission on Peace Officer Standards and Training – POST. All sworn staff shall meet the qualifications and requirements of the California Penal Code and the regulations of POST. The LASD may provide non-sworn personnel as required to support the functions of the sworn deputies. Other staff, including "Fare Inspectors," with specific and limited authority to perform duties within a public transit system shall also be furnished by the LASD.

All uniformed personnel assigned to the LASD's Transit Community Policing units shall wear a distinctive patch, pin or emblem that clearly identifies them as being members of the Transit Community Policing unit with assignment to the MTA. This identifying insignia shall be

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required for uniformed sworn deputies and for other uniformed staff such as fare inspectors or community service staff. This insignia shall be approved by the MTA's Chief of Transit Police.

Engaging a successful Transit Community Policing Program requires both the assignment of dedicated and committed deputies and staff and it requires reasonable stability in terms of staff turnover. Subject to bargaining unit provisions and promotions, command staff and other senior staff should have stability in their assignment for a period of five (5) years and all deputies and mid level supervisors should be assigned to the Transit Community Policing unit for a period of not less than two (2) years.

The MTA encourages the LASD to seek innovative management and organizational strategies that eliminates the requirement for high ranking command deputies being assigned to this contract. The Authority is desirous of a streamlined management structure that is rapidly responsive to the needs of the transit system. The MTA also encourages LASDs to be innovative and creative in the design of their organization and in the use of different categories or classifications of personnel. The LASDs may want to include skills and capabilities such as Case Workers, Code Enforcement Officer, Mental Health Workers and other categories that may be useful in a creative Transit Community Policing Program.

All personnel time billed to the MTA shall be with the written agreement of the MTA. Annual staffing shall be directed by the MTA Chief of Transit Police and subject to the budget constraints adopted by the MTA Board of Directors.

The MTA and the LASD shall develop attainable service level goals which can be reached within the funding limits set forth in the service contract and during each annual budget development process. The MTA Board, by budget adoption, shall make the final determination on the annual transit security budget. The LASD may not bill the MTA for more than the MTA's budget for such service.

TRANSIT COMMUNITY POLICING SERVICE IN SUPPORT OF MTA RAIL SERVICE SECTOR OPERATIONS

The LASD will provide dedicated Transit Community Policing coverage to certain Transit Community Policing Areas within the MTA service area. Deputies assigned to Transit Community Policing service may operate out of MTA facilities geographically located throughout the City and County of Los Angeles in order to maintain day-to-day personal contact and communications with rail operators, rail operations staff and Service Sector management. All space allocations will be at the discretion of the MTA's Chief of Transit Police. Actual directed patrol strategies and deployment will vary to meet Transit Community Policing Area

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needs, including crime and disorder problems affecting customers and operators, patron usage and system requirements unique to each Transit Community Policing Area. The basis for this Transit Community Policing Service shall be the MTA's Operating Divisions and the specific transit lines that are operated by each division. This Transit Community Policing service is line oriented not geographically oriented. That is, the same team of deputies provide service for a single MTA operating division and they become expert on the transit lines operated by that division. For organizational command and control purposes, the LASD teams assigned to the divisions report to and are controlled by the Sector Lieutenant or OIC in cooperation with the MTA's Sector General Manager.

This Transit Community Policing strategy shall be developed by the LASD with input from the Metro Rail Sector General Manager (GM), the operating division managers and with the approval of the MTA Chief of Transit Police. The policing strategy employed by the LASD should stress the need for close communications and cooperation between the transit police and Service Sector General Managers, the Operating Division Managers and their respective staffs and employees, as well as with their counterparts in contiguous Transit Community Policing Areas.

By combining the general policing expertise and knowledge of the LASD with the public transit experience of the MTA, a variety of proven, flexible deployment and community policing strategies, including directed uniform and plainclothes patrol and special enforcement functions, may be utilized.

The MTA will work with the LASD to identify office space and other facilities at each Service Sector headquarters, or other locations within the Service Sector, as may be required to billet the "Team Leader" for the security area transit community policing team. Further development of additional substations and other facility resources may be furnished at the discretion of the MTA Chief of Transit Police with the advice and input from the Service Sector General Manager.

The MTA is placing a high degree of emphasis on the LASDs understanding of, and commitment to, Transit Community Policing. The MTA is looking for innovative approaches to transit community policing and problem solving that will secure and protect the transit community in the most efficient and effective manner.

TRANSIT COMMUNITY POLICING – DIRECTED UNIFORMED PATROL OPERATIONS

The majority of sworn deputies assigned to Metro Rail Sectors will be assigned to transit community policing which may include directed uniformed patrol. Uniformed patrol deputies

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may be deployed in marked radio cars, motorcycles, bicycles, Segways, foot beats, or other modes of transport to problem solve in a specific geographic area. Many of the current random or roving patrols will be replaced with deputies on directed patrol and on the transit vehicles. Their assigned responsibilities will be to solve the problems impacting the MTA transit community. They may also respond to transit related calls for service, to perform preventative patrol activities in and around rail stations, transit properties and other MTA facilities, and to patrol identified transit crime problem locations within their Transit Community Policing patrol area. These duties are similar to those utilized in general Transit Community Policing directed patrol operations, however they will be tailored to the transit system's unique needs and operational conditions. Under the concepts and principles of Transit Community Policing the LASD's staff shall perform the following functions when in uniform:

- When in uniform, and available to handle a call for service, deputies promptly respond to reports of criminal activity and calls for service from rail operators, MTA staff and the customers. When dedicated transit units are not readily available, the transit unit ensures that a local law enforcement unit responds to the call for service in a timely manner. It must be kept in mind that transit passengers and transit employees deserve the same level of protection as any other citizens. The citizens of Los Angeles County have a basic right to protection and security provided by the local police jurisdictions when they use public transportation.
- Deputies not in full uniform, but who have rapid access to their "Raid Jacket" or other similar item of uniform apparel, may also respond to calls for service as detailed above.
- Crime suppression through high visibility uniformed patrolling at problem locations affecting public transit near the rail line (rail stations, strip malls, bus stops, bus terminals, schools etc.).
- Rail Boardings: Patrol Deputies will, as a regular part of their patrol duties, physically board and ride in-service trains within their directed patrol area to provide high visibility crime prevention. These deputies deal with criminal violations, and obtain pertinent crime information from train operators. The goal of these directed boardings is to achieve a high level of visible security, maintain an orderly environment aboard trains, and to reassure customers and operators that safety is a high priority for the MTA.
- Deputies will apply *Transit Community Policing* principles to address transit crime problems. *Transit Community Policing* entails identifying crime and disorder problems, then developing and implementing effective plans to solve the problems. This method utilizes active prevention and early intervention techniques to maintain peace and order. The

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LASD's deputies will actively engage the assistance of other public service agencies and providers in these Transit Community Policing tactics.

- Enforcement of parking and traffic laws to ensure uninterrupted rail service, and to maintain unobstructed rail stations, parking facilities, park 'n ride lots and other transit related traffic enforcement needs.
- Provide an aggressive "Traffic Enforcement Function" which may include the use of "Motor Deputies" to ensure traffic safety near the "at grade" portions of the rail system
- Provide protection for MTA employees (such as operators, maintenance personnel, stops and zones staff and schedule checkers) and other employees who are assigned to transit field duties in higher-crime areas throughout the service sector.
- At the direction of the MTA Chief of Transit Police, provide supplemental security for MTA Board meetings, MTA officials and visiting dignitaries when requested by MTA Security staff.
- Participate in community meetings to promote awareness of available community transit community policing services, promote transit related safety, and ascertain the concerns and problems citizens are facing in relation to transit crime and rider safety.
- Conduct safety, security and crime prevention training for transit patrons and those impacted by the transit system throughout the Metro Rail Transit Community Policing Area.
- Conduct safety, security and crime prevention training for MTA employees throughout the Metro Rail Transit Community Policing Area.
- Deputies attend MTA "OPS & COPS" meetings and rail operating divisions and other locations as scheduled to interact with rail operators and other MTA staff on matters of Transit Community Policing and security.
- Respond to or investigate MTA rail related traffic accidents consistent with MOU with local police.
- Respond to or investigate MTA rail related incidents including bomb threats, terrorists threats and other incidents.
- Advise the MTA's Chief of Transit Police on current threat issues regarding terrorism.

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Advise the Chief on appropriate countermeasures and anti-terrorism training and other preparations.

- Provide a Sergeant or Lieutenant to serve as a liaison (Team Leader) to sector General Managers.
- If the MTA decides to use some form of hand held fare inspection device, similar to a Palm Pilot, the LASD's staff, both sworn and civilian fare inspectors, shall carry and use this instrument as required.

CIVILIAN FARE ENFORCEMENT

The LASD shall provide a civilian fare enforcement capability that utilizes uniformed, non-sworn, personnel to enforce the MTA's fare policy and regulations. This capability may be provided by the LASD's internal civilian staff or the capability may be subcontracted to an outside firm. Under either approach, the LASD is responsible for the quality of this important service.

The MTA is seeking a fare enforcement program that is both high visibility and customer friendly. The use of uniformed non-sworn fare inspectors shall be designed to complement the Transit Community Policing Program and to provide a customer oriented service on MTA rail lines. These non-sworn fare inspectors shall be empowered as "Public Officers" with the legal authority to issue citations for certain crimes and infractions on the transit system including fare evasion and quality of life sections of the California Penal Code - Sec 640 PC. Civilian fare inspectors, and sworn deputies, may be required to carry and use the hand held fare inspection device for the purpose described above.

PLAINCLOTHES DETAILS AND SPECIAL TEAM FUNCTIONS

In many cases deployment of plainclothes functions is a more effective tactic than uniformed patrol to address certain quality of life Transit Community Policing problems. Therefore, the LASD shall establish plainclothes functions and capabilities designed to enhance the security of the MTA's Metro Rail Transit Community Policing Areas. These plainclothes and special teams capabilities may be developed through the permanent establishment of dedicated teams or they may be achieved by having uniformed deputies assigned to these special duties as required. Maximum flexibility in the deployment of sworn deputies is encouraged. Some suggested plainclothes functions may include, but are not limited to:

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- **Anti-Graffiti function:** This function performs directed patrol of the rail system and conducts surveillance to identify locations with a high degree of graffiti and vandalism activity. They arrest and conduct case follow-ups on habitual graffiti violators (taggers) and tagging groups (crews) active on the rail system. The team also maintains intelligence files for tagger identification and prosecution purposes. This team also participates in the MTA's restitution program for taggers. This team develops a high degree of expertise on dealing with vandalism and graffiti. The team uses innovative tactics and strategies in dealing with this high priority issue.
- **Anti-Sexual Predator function:** The LASD may develop a special capability to counter sexual predators who might target transit patrons. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Anti-Pickpocket function:** The LASD may develop a special capability to counter pickpocket crews who might target transit patrons. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Revenue Protection function:** The LASD may develop a special capability in the area of counterfeit crews who might target the transit system. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Anti-Terrorism function:** The LASD may develop a special capability in the area of anti-terrorism. This function and capability may be performed by a dedicated, full-time team, or it may be a team made up of uniformed deputies conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.
- **Anti-Insurance Fraud function:** The LASD may develop a capability to work closely with MTA Risk Management to investigate fraudulent claims filed against the MTA as a result of staged accidents, false injury reports, or workers compensation fraud, etc. This function may be an extra duty for patrol or detective personnel.
- **Transit Crime Analysis function:** This function obtains information from patrol logs and reports, crime analysis, and other intelligence gathering units in order to complete

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comprehensive transit crime analysis in support of transit community policing operations. This unit may be staffed with sworn personnel or civilians.

- *(NOTE: All of these plainclothes details and special functions may be performed by patrol deputies on temporary special assignment rather than having permanent units). Innovative approaches to these functions are encouraged.*

DETECTIVE FUNCTION – GENERAL INVESTIGATIONS

The LASD may assign detectives to the transit unit, as required, to conduct case follow-ups and general investigations, but only for crime issues that require specific transit expertise or for crimes where the investigation is required for the best interest of transit passengers or MTA staff. Detective services may also be used to investigate crimes involving an MTA employee. The MTA does not desire that general detective work be done by the LASD TSB for work that would normally be assigned to the local police agency and where that police department would be expected to do a sufficient job in case follow-up and prosecution. Although a crime may have been committed on a bus, or at a bus stop, that does not always mean that the MTA should pay for the criminal investigation. The MTA is willing to pay for criminal investigations that require specific transit expertise and knowledge or where the detective work is clearly in the best interest of the MTA and our passengers.

Transit expertise may also be required in the investigation of certain crimes where the MTA employee is a suspect or where detailed knowledge of MTA operations and systems is required such as fare media fraud, internal embezzlement and other financial crimes. The MTA and its employees and passengers should receive the same level of detective services as any other agency or citizen in the County without having to pay for the service. Most Part I crimes and other non-quality of life crime investigations should be the responsibility of the local police jurisdiction and not paid for by the MTA.

- The LASD may have dedicated detectives assigned to transit services for case follow-up, filings, and coordination with other investigative units and prosecutorial agencies for cases that require specific transit expertise or for crimes involving an MTA employee or where the work is clearly in the best interest of the MTA as a deterrent to further crime.
- Detectives may be housed in MTA facilities as necessary and where appropriate but at the discretion and with the approval of the MTA's Chief of Transit Police.
- Detectives may be provided with MTA computers, intranet access and access to certain computer systems as necessary to perform their duties on behalf of the Authority at the

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discretion and with the approval of the MTA's Chief of Transit Police.

GENERAL TRANSIT COMMUNITY POLICING AND SECURITY TASKS AND DUTIES

The LASD may be required to perform the following Transit Community Policing and security tasks and duties:

- Provide safety and security training to MTA staff and to the transit riding public as needed.
- Assign sworn personnel to the MTA's Emergency Operations Center (EOC) in the event of an emergency activation.
- Provide "Back-up" for MTA security officers as needed and requested by the MTA Security Control Center or Watch Commander.
- Provide "review and comment" for MTA construction or operational projects and services.
- Provide advice on Transit Community Policing and security to MTA management.
- Provide unbiased and impartial Transit Community Policing at MTA locations as directed by the MTA Chief of Transit Police during any union work stoppage or lockout. During work stoppages that result in reduced transit services, the LASD will absorb unneeded deputies into its County ranks and not charge the MTA for such deputies until transit service levels return to normal and the deputies are again required. The MTA's Chief of Transit Police will determine required reductions when a work stoppage occurs.
- Commit that the LASD's police services are not to be routinely used for general law enforcement activities on behalf of any jurisdiction other than the LACMTA without specific approval from the MTA's Chief of Transit Police.
- Conduct security and risk assessments in support of the MTA's overall security needs.
- Conduct security studies as deemed necessary by the MTA's Chief of Transit Police in support of the safe and secure functioning of the regional public transit system.
- Provide sworn personnel to work with the MTA in the operations and administration of the MTA's "Photo Enforcement Program" for light rail traffic safety. This important program

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deploys cameras and sensors at certain light rail grade crossings on our light rail lines. The LASD's sworn personnel may be required to testify in traffic court on the operations, function and validity of the photo enforcement program.

NOTE: The list above is not intended to be totally inclusive of all similar tasks. Other similar general policing and security tasks may be required as directed by the MTA's Chief of Transit Police.

DISPATCH OPERATIONS AND COMMUNICATIONS

The LASD shall provide an adequate "Police Radio Dispatch and Communications" capability. This system shall be designed and operated to minimize response times on calls for service where the primary response is from a transit police unit or from a local police unit. This communication function must be seamless in operation and it should be fully integrated into the police agency's basic communication system.

This communication system must have rapid, direct and dedicated communications channels, such as a "Ring Down Line," to the MTA's two primary dispatch centers located at: (1) the Bus Operations Control Center – BOCC, and (2) the Rail Operations Control Center – ROCC. These two MTA dispatch centers are the nerve centers of the MTA transit operation and direct and adequate communications between these control centers and our Transit Community Policing agency is vital.

COST CONTAINMENT PROGRAM AND GRANTS

The LASD shall work closely with the MTA to aggressively seek ways to contain Transit Community Policing Program costs while maintaining adequate overall security. The LASD shall develop and implement strategies to contain costs and prevent out-year costs from escalating. Cost containment strategies may include "Civilianizing" certain functions performed by sworn deputies, use of advanced technology, and use of uniformed non-sworn security deputies were appropriate among other options.

The MTA may apply for certain federal or state grant funding to support transit security or safety programs. The LASD shall cooperate with the MTA in the grant application process and in any implementation required through the grants.

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CITATION ADMINISTRATION

The LASD's dedicated deputies shall only be issued MTA coded citation books. These deputies shall not carry any other citation book as 100% of their time is paid by the MTA. The LASD shall write all citations including parking, vehicle code and criminal violations and infractions on MTA citation books only. The MTA is entitled by law to certain revenues from these citations. This citation program shall be administered as if the LASD was the MTA's own internal transit police department. All appropriate citation revenues shall continue to accrue to the MTA without any offsets.

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The LASD shall provide all necessary and required reports to the FTA, DOT, DOJ, FBI and other federal, state and local agencies. These reports may be audited annually either by in-house staff, or by an independent audit firm (See Independent Auditing and Penalties section).

These reports and data may include, but not limited to:

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- Fare inspections made for the period.
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- Transit Time vs. Non-Transit Time.
- Other reports or analyses requested by the MTA Chief of Transit Police.

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The LASD shall provide the MTA with all reasonable and customary productivity data, reports and analysis to enable both the LASD's management and MTA management the information necessary to effectively and efficiently administer the Transit Community Policing Program. These reports should incorporate customary performance measurement standards. These reports and analyses may include recapitulations and summary data from deputy's daily logs, unit productivity analysis and other that may be useful in conducting individual and unit program productivity analysis. Summary data from deputy's daily logs may include counts of such activities as; location checks, MTA staff contracts, bus or rail boardings, security guard welfare checks, MTA staff welfare checks, train room visits, meetings with MTA operations staff, and other data and reports as requested by the MTA. The LASD shall also provide all reasonable special reports and analysis as required by the MTA Chief of Transit Police.

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MEMORANDA OF UNDERSTANDING WITH OTHER POLICE JURISDICTIONS

To enhance "seamless" Transit Community Policing within each security area, abutting security areas as well as rail operations that operate within or through this bus security area clear

written notice, then MTA may terminate this Agreement by written notice due to COUNTY's breach of this Agreement. Provided, however, that should the cure require more than thirty (30) days, the COUNTY shall have a reasonable period of time to cure the default, provided the COUNTY commences the cure within the thirty (30) day period and continues to diligently prosecute the cure.

B. If MTA's ethics department determines that COUNTY has violated Section 22, Compliance with Lobbying Policies, then MTA may terminate this Agreement. COUNTY may appeal any such decision to MTA's Board of Directors who will make the final decision regarding such a violation.

C. In the event MTA terminates this Agreement as provided in this Section, MTA shall immediately assume the obligations to provide said services and may procure, upon such terms and in such manner as MTA may deem appropriate, Services similar in scope and level of effort to those so terminated. The COUNTY shall be liable to MTA for all of its reasonable excess costs and damages, incurred to provide said Services, except the COUNTY'S liability for said excess costs shall not be greater than twenty percent (20%) of the amount that the Services would have cost if the COUNTY were to complete its service level obligations under this Agreement and more particularly under Attachment C. In no event shall the COUNTY's liability for said excess costs extend beyond the fiscal year in which the termination occurs.

D. All finished or unfinished documents and materials produced or procured under this Agreement shall become MTA property upon date of such termination, except as prohibited by law.

E. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that COUNTY was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if notice of termination had been issued pursuant to Article 7, Termination for Convenience.

F. The rights and remedies of MTA provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by COUNTY either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by COUNTY, without the prior written consent of MTA. Consent by MTA shall not be deemed to relieve COUNTY of its obligations to comply fully with all terms and conditions of this Agreement.

10. INDEPENDENT CONTRACTOR

COUNTY's relationship to MTA in the performance of this Agreement is that of an independent CONTRACTOR. COUNTY's personnel performing Services under this Agreement shall at all times be under COUNTY's exclusive direction and control and shall be employees of COUNTY and not employees of MTA. COUNTY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, employment related practices income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. SELF-INSURANCE

COUNTY has certified that it is totally self-insured for all vehicle liability, general liability and workers' compensation exposures, for all claims that may arise as a result of the performance of the Services under this Agreement.

COUNTY will provide MTA with an annual "Letter of Stipulation" setting forth its self-insurance plan. COUNTY will provide MTA with six (6) months written notice of the cancellation or change of any part of COUNTY's self insurance plan.

12. INDEMNITY

COUNTY shall indemnify, defend and hold harmless MTA, and its officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of COUNTY) arising from or connected with any alleged act and/or omission of COUNTY, its officers, directors, employees, agents, subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

MTA shall indemnify, defend and hold harmless COUNTY, and its officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage (including property of MTA) arising from or connected with any alleged act and/or omission of MTA, its officers, directors, employees, agents, subcontractors or suppliers. This indemnity shall survive termination of this Agreement and or final payment thereunder.

The indemnification obligations above are in addition to any other rights or remedies which the parties may have under law or under this Agreement. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

In the event that a third party loss is alleged to be attributable to the negligence or wrongful acts or omissions of both COUNTY and MTA the ultimate responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties or if the parties are unable to agree, by binding arbitration pursuant to Section 20 of this Agreement.

13. REVISIONS IN SCOPE OF WORK

By written notice or order, MTA, through its project manager or his or her designee, may, from time to time, make changes to the Scope of Work (Attachment A). Changes in the Scope of Work shall be mutually agreed upon and incorporated into this Agreement and/or Attachment A, in writing. Upon incorporation COUNTY shall perform the Services, as modified. MTA and COUNTY shall designate in writing those employees, other than the Project Managers, who are authorized to agree to changes in the Scope of Work.

14. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by the COUNTY under this Agreement is to be released by COUNTY to any other person or entity except as necessary for the performance of the Services. All press releases or information concerning the Services that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, shall first be authorized in writing by the MTA Project Manager.

B. Subject to California law, the originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of the MTA without restriction or limitation on their use and shall be made available upon request to the MTA at any time. Original copies of such shall be delivered to the MTA upon completion of the work or termination of the work. The COUNTY shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the MTA.

15. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of MTA, except as prohibited by law. Copies may be made for COUNTY's records, but shall not be furnished to others without written authorization from MTA. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by MTA.

16. RIGHTS IN PROPERTY

A. MTA and all its designees shall have access at all reasonable times to the premises in which any MTA property is located for the purpose of inspecting MTA property.

B. Upon completing this Agreement or at such earlier dates as may be fixed by MTA: (1) COUNTY shall prepare and submit a final inventory list of all MTA property which includes the property's description, location and condition, and ; (2) COUNTY shall prepare for shipment, and deliver F.O.B. origin, MTA property as may be directed or authorized by MTA.

C. COUNTY shall not prevent any MTA personnel, including armed MTA Transit Security Officers, from performing their duties at or within any MTA facility, property, or anywhere within MTA's transit system.

17. PRESENTATION OF CLAIMS BY COUNTY

COUNTY shall file any an all claims with the MTA Project Manager in writing within forty five (45) days of the discovery of any event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable MTA to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by COUNTY.

MTA shall, within ninety (90) days of the receipt of the claim, or within any extended period mutually agreed to in writing by the parties, endeavor to give written notice of the decision, however, if no notice of the decision is made within ninety (90) days of the receipt of the claim by MTA, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected by the MTA. Should the COUNTY dispute the MTA's decision the parties shall follow the dispute resolution procedures of Section 20 of this Agreement.

Even though a claim may be filed and/or in review by MTA, COUNTY shall continue to perform in accordance with this Agreement.

18. EQUAL OPPORTUNITY

In connection with the execution of this Agreement, COUNTY shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical handicap, mental condition, political affiliation, sexual orientation or marital status. COUNTY shall take action to ensure that applicants and employees are treated without regard to the above.

19. STANDARDS OF PERFORMANCE

A. The MTA's Project Manager, annually, in consultation with COUNTY's project manager, will review the performance of the COUNTY and develop Standards of Performance for the forthcoming year.

B. COUNTY shall perform and exercise, and require its subcontractors / sub-consultants to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Agreement. COUNTY shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that MTA will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

C. All workers shall have sufficient skill and experience to perform the Services assigned to them. MTA shall have the right, at its sole discretion, to require the removal of COUNTY's personnel at any level assigned to the performance of the Services at no additional fee or cost to MTA, if MTA considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Such removal shall be conducted in a manner that is consistent with Section 3300 of the California Government Code "Peace Officers' Bill of Rights", any other applicable civil service protection, and in compliance with any then-existing collective bargaining agreement. Further, an employee who is removed from performing Services under this Agreement under this Article shall not be reassigned to perform Services under this Agreement without MTA's prior written authority.

20. RESOLUTION OF DISPUTES

A. TERMS AND CONDITIONS

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation. If the dispute is not resolved by these negotiations, the matter will be submitted to JAMS, or its successor, for mediation.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, except where explicitly excluded in this Agreement, shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration.

The provisions of Section 20 may be enforced by any Court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

B. MEDIATION

1. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

2. The parties will cooperate with JAMS and one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings.

3. The parties covenant that they will participate in the mediation in good faith and that they will share equally in its' costs.

4. All offers, promises, conduct, statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employee, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

5. Any mediation agreements are subject to final approval by the MTA Board of Directors and the County Board of Supervisors.

C. BINDING ARBITRATION

1. Except where explicitly excluded in this Agreement any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Los Angeles, California, before a sole arbitrator, in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, as revised August 2002, attached hereto as Attachment E, with the modifications listed in C 4 below.

This binding arbitration clause shall only apply to disputes regarding monetary claims, except for determination of percentages of fault under Section 12, and give the arbitrator jurisdiction to render only monetary awards for such claims or determine percentages of fault under Section 12.

2. Either party may initiate binding arbitration with respect to the matter submitted to mediation by filing a written demand for binding arbitration at any time following the initial mediation session or 90 days after the date of filing the written request for mediation, whichever occurs last.

3. Unless otherwise agreed by the parties the mediator shall be disqualified from serving as the arbitrator.

4. The parties agree to the following modifications to the Comprehensive Arbitration Rules and Procedures:

a) In Rule 15(h), the following sentence is added to the end of the paragraph: "Failure to comply with this section and Section 1281.9 of the California Code of Civil Procedure shall automatically disqualify a selected arbitrator."

b) In Rule 17(d), the last sentence shall read: "Documents that have not been previously exchanged or witnesses and experts not previously identified *shall* not be considered by the arbitrator at the hearing unless agreed by the parties or upon showing of good cause."

c) Rule 22 shall be replaced in its entirety with the following: "The arbitrator shall conduct the hearing and make all rulings and decisions under Rule 17 in strict conformity with the California Evidence Code."

d) Rule 24, subsections (c), (d) and (e) are removed and replaced with the following: "In determining the award the arbitrator shall apply the statutory and decisional law of the State of California. The arbitrator shall not have the power to award any relief other than a monetary award, except for finding percentages of fault between the parties in a third party action."

5. The arbitrator shall, in the award, allocate all of the costs of arbitration and the mediation, including the fees of the arbitrator and the reasonable attorneys fees of the prevailing party, as determined by the arbitrator.

6. The parties by signing this Agreement are agreeing to have all disputes, claims or controversies arising out of or relating to this Agreement, except where explicitly excluded in this Agreement, decided by neutral binding arbitration, and are giving up any right they may possess to have those matters litigated in a court or jury trial. Further the parties are giving up their judicial rights to discovery and appeal except to the extent that are specifically provided for under this Agreement.

7. The MTA and the COUNTY agree to incorporate the Optional Arbitration Appeal Procedures as stated in Rule 34 of the Comprehensive Arbitration Rules and Procedures.

8. In the event JAMS or its successor is unable to perform its duties under this Agreement, the parties shall mutually appoint another similar dispute resolution organization to perform those duties. The JAMS Comprehensive Rules and Procedures, as revised August 2002 and as modified herein, shall apply.

D. WORK STOPPAGE

In no event shall work under this Agreement be stopped in the event of a claim or dispute. If COUNTY stops the work under this Agreement MTA shall be relieved of its' payment obligations under this agreement.

21. COMPLIANCE WITH LAW

COUNTY shall familiarize itself with and perform the Services required under this Agreement in conformity with requirements and standards of MTA. COUNTY shall also comply with all Federal, California and local laws and ordinances.

22. COMPLIANCE WITH LOBBYING POLICIES

A. COUNTY agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by MTA in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with MTA's Ethics Policy.

B. If COUNTY (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with MTA's Ethics Policy, such failure shall be considered a material breach of this Agreement and MTA shall have the right to immediately terminate or suspend this Agreement.

23. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of MTA's business, including materials submitted by COUNTY in its proposal and during the course of performing the Services under this Agreement, shall become the exclusive property of MTA, except as prohibited by law, and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. MTA's and COUNTY's use and disclosure of their records are governed by this Act.

B. The MTA Director of Records and the Commanding Officer for COUNTY shall be notified within one (1) business day of the receipt of a request for disclosure of such materials, and the party receiving the request agrees not to disclose such records if so directed by the other party in compliance with applicable sections of the Public Records Act. In the event of litigation concerning the disclosure of any material, the party objecting to disclose shall, at its sole expense and risk, be responsible for prosecuting or defending any action concerning the materials, and shall indemnify and hold the other party harmless from all costs and expenses, including attorneys' fees, in connection with such action.

24. WAIVER / INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

25. FORCE MAJEURE

Performance of each and all COUNTY's and MTA's covenants herein shall be subject to such delays as may occur without COUNTY's or MTA's fault from acts of God, riots, or from other similar causes beyond COUNTY's or MTA's control.

26. GOVERNING LAW

The validity of this Agreement and or any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of California.

27. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between MTA and COUNTY and supercedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

28. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the MTA's Board of Directors and the COUNTY Board of Supervisors, and in all instances require prior signature of an authorized representative of the MTA and the COUNTY.

29. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A - Scope of Work, (3) Attachment "B" and Attachment "C". Any amendments shall take the order of precedence from the document it amends, with later amendments having precedence over earlier amendments.

30. CONFIDENTIALITY

COUNTY agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by COUNTY in the performance of this Agreement, shall be considered and kept as the private, confidential and privileged records of MTA, except those prohibited by law, and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of MTA. Further, upon expiration or termination of this Agreement for any reason, COUNTY agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of MTA or as ordered by a Court.

31. COUNTY'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. MTA shall review and approve in writing all MTA related copy proposed to be used by COUNTY for advertising or public relations purposes prior to publication. COUNTY shall not allow MTA related copy to be published in its advertisements and public relations programs prior to receiving such approval. COUNTY shall ensure that all published information is factual and that it does not in any way imply that MTA endorses COUNTY's firm, service and/or product.

B. COUNTY shall refer all inquiries from the news media to MTA and shall comply with the procedures of MTA Public Affairs staff regarding statements to the media relating to this Agreement or the Services. MTA shall refer all inquiries regarding COUNTY and Sheriff's Department policies and procedures to the Sheriff's Department.

C. The provisions of this Article shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their authorized representatives.

Date: 01 2000

Los Angeles County Metropolitan
Transportation Authority

By 
Chief Executive Officer

Date: _____

County of Los Angeles

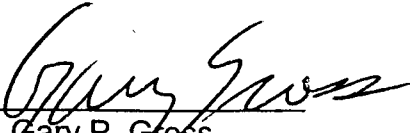
By _____
Chairman, Board of Supervisors

ATTEST:

~~JOANNE STURGES~~ *Violet VARONA-LUKENS*
Executive Officer and Clerk
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
COUNTY COUNSEL

BY 
Gary P. Gross
Senior Deputy County Counsel

ATTACHMENT A

SCOPE OF WORK

Transit Community Policing Services

OVERVIEW

The MTA Transit Community Policing Services (TCPS) Scope of Work is designed in a fashion where the successful delivery of security services will ensure a safe and secure regional public mass transit system for the MTA's customers and employees.

MTA's Vision:

MTA...Leading the nation in safety, mobility, and customer satisfaction

One of the key components in the MTA Vision is safety. The MTA and the LASD will meet the elements of this scope of work and contribute to the safety and security of the MTA transit systems, customers, and employees.

MTA Chief of Transit Police:

The MTA's Chief Executive Officer (CEO) will appoint the Commanding Officer, of the LASD's Transit Services Bureau, as the MTA Chief of Transit Police. The Chief of Transit Police will serve as the chief law enforcement officer for the MTA and will command the LASD Transit Services Bureau. All law enforcement and security personnel and assets of the MTA shall be under the command and control of the Chief of Transit Police.

As the MTA's Chief of Transit Police, certain MTA employees, including the Director of Security, will report directly to the Chief. The MTA Security Department will be under the command and control of the Chief of Transit Police.

A central theme within this scope of work is as follows:

The citizens of Los Angeles County have a basic right to protection and security provided by law enforcement when they use public transportation. Whether underground or above, a transit system passes through many different jurisdictions. Security issues will vary depending on the location within the system and time of day or night. The "moving" environment requires a systematic approach that addresses both the distinct dynamics of transit security and the special concerns of patrons. New threats challenging every citizen's basic freedom of mobility must be met with innovative technology and programs, maximizing use of available financial resources.

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

Security should be an integral element of MTA's overall operations. The systems approach to security provides MTA with a management tool to ensure that security functions are effectively integrated into system operations. MTA has recognized that cost efficiency and effectiveness in security remains a key objective in implementing a cohesive partnership with our contract policing agency and developing a comprehensive security program.

The Community Policing Scope of Work has a distinct emphasis on Quality of Life policing issues. The concept embraces the "Zero Tolerance" to crime philosophy and the "Broken Windows Theory" of policing and focuses on problem solving and the prevention of minor crimes, misdemeanors, and infractions in the effort to provide a safe and secure environment for our passengers and employees. Through the Zero Tolerance to crime philosophy, the MTA intends to preclude crime from gaining a foothold on the transit system. Other Part I and Part II crimes are not ignored within the MTA security program as addressing and responding to all types of crime is inherently the responsibility of any sworn deputy. However, MTA reinforces its belief that local law enforcement agencies have a responsibility to respond to and take charge of all crime scenes, detective work, and prosecution of crimes committed within their jurisdiction that do not require specific transit expertise.

MTA's security program focuses on the so-called "nuisance crimes" or "Quality of Life crimes" on the MTA transit system that often do not get the dedication of time and resources of the local law enforcement agencies as MTA would otherwise prefer to see. Quality of Life crimes include the prevention of graffiti, fare evasion, vandalism, and disorderly conduct on or near the transit systems. The Transit Community Policing Program will include determining what the problems are and then mobilizing resources to problem solve. The LASD will clearly understand and embrace the principles of Community Policing as applied to a transit system.

The MTA envisions small and nimble teams of deputies and other staff who are assigned to support the MTA's Transit Community Policing Areas with special emphasis on serving the transit community policing needs of the MTA's operating divisions. Recently, the MTA realigned and decentralized its transit services into smaller and more responsive organizational business units called Service Sectors. Each of these bus Service Sectors consists of two or more bus divisions lead by a General Manager. The Metro Rail sector is another organizational business unit that reports to a General Manager. The LASD shall design their Transit Community Policing Program to be directly responsive to, and supportive of, these MTA Service Sector business units. The MTA will provide space at various facilities in order to support and facilitate a close working relationship between the Community Policing Lead Deputies, Sergeants and Lieutenants and the Service Sector General Managers, the MTA Operating Division Managers and the Chief of Transit Police.

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

MTA's Chief of Transit Police will be charged with overseeing and managing the overall MTA Transit Community Policing Program. The Chief will command the LASD TSB and MTA Security Department to ensure that the Transit Community Policing Service goals are met. The Chief of Transit Police, and his/her staff, including certain key MTA personnel, will provide oversight for the security program in conjunction with a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) with the LASD. The Chief of Transit Police will also provide guidance, direction and support to the LASD TSB and MTA Security Department, consistent with the MOA/MOU and MTA Board Security Policy.

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

The adopted Board Security Policy is as follows:

The citizens of Los Angeles County have a basic right to protection and security provided by law enforcement when they use public transportation. Whether underground or above, a transit system passes through many different jurisdictions. Security issues will vary depending on the location within the system and time of day or night. The "moving" environment requires a systematic approach that addresses both the distinct dynamics of transit security and the special concerns of patrons. New threats challenging every citizen's basic freedom of mobility must be met with innovative technology and programs, maximizing use of available financial resources.

Security should be an integral element of MTA's overall operations. The systems approach to security provides MTA with a management tool to ensure that security functions are effectively integrated into system operations. MTA has recognized that cost efficiency and effectiveness in security remains a key objective in implementing a cohesive partnership with the LASD and developing a comprehensive security program.

Substantial investment in developing better intelligence on security activities and the use of technology must be explored. MTA seeks to efficiently maximize resources and control costs by evaluating services provided by local law enforcement agencies as well as public and private security services to improve the level of security, public order, crime prevention and peacekeeping on our system.

MTA promotes a proactive approach in deployment to enhance uniformed police presence in facilities and vehicles to demonstrate a strong commitment to a secure environment. MTA will be focusing on interactive security programs that include customer interface, community and outreach. It is recognized that security plays a key role in promoting confidence in MTA's services.

The MTA Board of Directors is responsible for approving an agency-wide security policy. The Chief Executive Officer is responsible for ensuring that the policy is converted to an action plan and budget and implemented by staff.

Policy –

1. It is the MTA's policy to provide the highest quality, cost effective, community-based security program possible through the deployment of a highly visible uniformed security presence that proactively and preventatively maintains order, protects customers, employees and properties, and meets the actual and perceived security needs of our transit system.

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

2. Due to the nature of our business, the MTA requires security services beyond the general law enforcement services received. These services are provided by a contracted partnership with local law enforcement agencies. This arrangement provides a dedicated, highly visible, uniformed presence and special detail for investigation, undercover, and surveillance needs. The MTA's security partnerships seek to cooperatively synchronize transit and community policing efforts.
3. MTA's Chief of Transit Police is responsible for, but not limited to, the following:
 - managing contracted security services
 - ensuring adequate community based manpower deployment
 - maintaining oversight of all programs that enhance the actual and perceived security needs of customers, employees, and properties
 - gathering intelligence; coordinating accessible data collection
 - coordinating and working in conjunction with local, state and federal law enforcement agencies
 - working with the FTA's transit security audit program and the DOT's Transportation Security Administration
 - maintaining a proactive anti-terrorism program
4. Fare inspection on MTA buses will continue to be provided by our bus operators. Fare inspection on the metro light rail will continue to employ a proof-of-payment fare system supported by random inspection by deputies. Deputies and / or fare inspectors will perform fare inspection on the Red and Gold lines. A barrier system will be explored for the Metro Red Line. If a barrier system is ultimately approved and installed, fare inspection of the Metro Red Line may no longer be necessary.
5. Within financial constraints the MTA will invest capital resources in as much security technology, infrastructure and Crime Prevention through Environmental Design (CPTED) as is prudent to cost effectively improve actual and perceived security, limit liability, and reduce claims.
6. MTA seeks to deploy the maximum number of security personnel and deputies possible per security dollar appropriated and expended.
7. MTA seeks to bring its security costs in line with peer transit agencies and is targeting security costs attributable to the Enterprise Fund at five percent (5%) of the total Metro operating cost, including security cost, in any year and starting in FY04. MTA shall seek to achieve this target through MOU negotiations, annual security budget management, and other efficiencies as may be identified.

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

8. MTA will develop a comprehensive set of performance standards to ensure compliance with this policy and efficient and effective use of our security forces.
9. Station transit agents may function as additional "eyes and ears" of the transit system, assist passengers with fare media, directions, schedules and coordinate facilities management issues. Disorderly conduct, graffiti, threats to public order and cleanliness issues will not be tolerated.

SCOPE OF WORK

Transit Community Policing Areas

SECTION OVERVIEW:

The LASD shall provide the "Transit Community Policing Services" described herein for the Los Angeles County Metropolitan Transportation Authority (MTA) in support of the MTA transit services within each of the following Transit Community Policing Areas:

1. San Fernando Valley Transit Community Policing Area – Divisions 8 and 15.
2. Westside/Central Transit Community Policing Area – Divisions 6, 7 and 10.
3. Southbay Transit Community Policing Area – Division 5 and 18.
4. Gateway Cities Transit Community Policing Area – Divisions 1 and 2.
5. San Gabriel Valley Transit Community Policing Area – Divisions 3 and 9.
6. Central Core Transit Community Policing Area – Lines from Multiple Division Converge
– Downtown Los Angeles Area served by numerous bus lines.

These Transit Community Policing services shall be designed to prevent crime and disorder on the MTA's regional public transit system. The services shall be developed by the LASD TSB and MTA Security Department under the guidance and oversight of the MTA's Chief of Transit Police.

The LASD must have the full capacity, ability and legal authority to provide all of the law enforcement and security services herein specified for the entire Transit Community Policing Area for which an MOA/MOU is executed.

The LASD's Transit Community Policing Services shall be primarily focused on serving the security needs of the operating divisions consistent with guidance provided by the MTA's Sector General Manager and the LASD Sector Lieutenant. The MTA's basic transportation service is run out of the several operating divisions and the personnel assigned to these divisions are the staff who are closest to, and most knowledgeable of, the problems and challenges presented by field operations. Therefore, LASD Transit Community Policing Services shall be MTA operating division based. Small and nimble teams of deputies shall be assigned to each of the MTA's operating divisions to execute the Transit Community Policing mission. The lead LASD Sergeant assigned to the MTA operating division shall work very closely with the MTA's Division Manager. Likewise, the Sector OIC (Lieutenant) shall work very closely with the

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

MTA's Sector General Manager. The Sector General Manager and the Sector Lieutenant shall provide guidance and direction for the Transit Community Policing services of the LASD's division based teams.

PURPOSE OF MTA TRANSIT COMMUNITY POLICING PROGRAM:

The fundamental purpose of the MTA's Transit Community Policing Program is to enhance the safety and security of the MTA's customers, employees and assets. This purpose is accomplished through a well crafted program that primarily addresses "Quality of Life" issues on board and near the transit system. The MTA desires a Transit Community Policing Program that provides for an orderly and near crime free environment for our public transit services. The MTA, along with the LASD, will develop a program that focuses on quality of life issues including but not limited to:

- Fare evasion.
- Vandalism.
- Graffiti.
- Disorderly conduct.
- And other violations of the 640 Section of the Penal Code.

A Transit Community Policing Program that addresses these types of quality of life issues will be nearly free of all types of crime. This Transit Community Policing concept is based on the "Broken Windows Theory" of policing – where, in general, paying sufficient attention to the little problems can reduce or eliminate the larger problems.

The focus of the MTA's Transit Community Policing Program must be proactive and preventive in nature as opposed to reactive. That means the MTA's law enforcement and security assets should be focused on preventing crime rather than developing an advanced capability to respond to crime and apprehend the perpetrator. Catching criminals is fundamentally the responsibility of the local law enforcement agencies - not the transit agency. The transit agency provides public transportation services. This agency, like all other special districts in California, relies on the local police jurisdiction for general law enforcement services. The MTA chooses to enhance and supplement the local law enforcement agency's capability to deal with specific types of quality of life crimes on or near our system as a clear enhancement to the transit service provided.

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

PERSONNEL:

The LASD shall provide sworn deputies with full authority as set forth in the California Penal Code and regulated by the California Commission on Peace Officer Standards and Training -- POST. All sworn staff shall meet the qualifications and requirements of the California Penal Code and the regulations of POST. The LASD may provide non-sworn personnel as required to support the functions of the sworn deputies. Fare Inspectors, with specific and limited authority to perform duties within a public transit system shall also be furnished by the LASD. The Commanding Officer for the LASD Transit Services Bureau shall be appointed as the MTA's Chief of Transit Police.

All uniformed personnel assigned to the LASD's Transit Community Policing units shall wear a distinctive patch, pin or emblem that clearly identifies them as being members of the Transit Community Policing unit with assignment to the MTA. This identifying insignia shall be required for uniformed sworn deputies and for other uniformed staff such as fare inspectors or community service staff. This insignia shall be approved by the MTA's Chief of Transit Police.

Engaging a successful Transit Community Policing Program requires both the assignment of dedicated and committed deputies and staff and it requires reasonable stability in terms of staff turnover. Subject to bargaining unit provisions and promotions, command staff and other senior staff should have stability in their assignment for a period of five (5) years and all deputies and mid level supervisors should be assigned to the Transit Community Policing unit for a period of not less than two (2) years.

The MTA shall have the ability to interview from the LASD's short list of nominated Transit Community Policing Commanding Officer (CO) candidates when that position becomes vacant. The MTA will notify the LASD regarding candidates deemed not acceptable. The individual selected by the Sheriff as the Commanding Officer of the LASD Transit Services Bureau shall be appointed by the MTA as the MTA Chief of Transit Police.

NOTE: The MOA/MOU will provide a clause that provides an avenue for the MTA's Chief of Transit Police to effect a transfer out from the Transit Community Policing unit any deputy or other staff member who is unacceptable to the MTA consistent with the Peace Officer's Bill of Rights and bargaining unit provisions. The MTA reserves the right to reject any personnel assigned to this contract.

The MTA encourages the LASD to seek innovative management and organizational strategies that eliminates the requirement for high ranking command officers being assigned to this contract. The Authority is desirous of a streamlined management structure that is rapidly responsive to the needs of the transit system. The MTA also encourages the LASD to be

MTA-LASD TRANSIT COMMUNITY POLICING PROGRAM

innovative and creative in the design of their organization and in the use of different categories or classifications of personnel. The LASD may want to include skills and capabilities such as Case Workers, Code Enforcement Officers , Mental Health Workers and other categories that may be useful in a creative Transit Community Policing Program.

All personnel time billed to the MTA shall be with the written agreement of the MTA. Annual staffing shall be directed by the MTA Chief of Transit Police and subject to the budget constraints adopted by the MTA Board of Directors.

The MTA and the LASD shall develop attainable service level goals which can be reached within the funding limits set forth in the service contract and during each annual budget development process. The MTA Board, by budget adoption, shall make the final determination on the annual transit security budget. The LASD may not bill the MTA for more than the MTA's budget for such service.

**LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

CONTRACT NUMBER TCP2610LASD

**MEMORANDUM OF UNDERSTANDING
FOR TRANSIT COMMUNITY POLICING SERVICES**

BETWEEN

**LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

AND

COUNTY OF LOS ANGELES

This Agreement is made and effective May 1, 2003 by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (hereinafter referred to as MTA) and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

RECITALS

WHEREAS, MTA is a California Public Authority organized under Section 130050.2 et. seq of the Public Utilities Code to provide public transportation services, with power to contract for transit community policing services described in Attachment A to this Agreement entitled Attachment A - Scope of Work (hereafter referred to as Services);

WHEREAS, MTA desires to hire COUNTY to perform transit community policing services.

WHEREAS, COUNTY has certified that it is qualified and legally authorized to perform such Services and (1) has reviewed all of the available data furnished by MTA pertinent to the Services to be rendered; (2) has reviewed and evaluated the Services to be rendered; (3) will exercise the utmost care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified and in accordance with Attachments " B" and "C" to this Agreement.

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

A. COUNTY will perform the Services and related tasks as described in Attachment A - Scope of Work. Attachment A - Scope of Work is attached hereto and is incorporated by reference into and made a part of this Agreement. Such services shall not encompass services authorized to be provided by private patrol operators, as defined in Section 7581 of the Business & Professions Code, which the COUNTY is prohibited by law from performing under Government Code section 53069.8.

B. This is an non-exclusive Agreement, whereby MTA may, at its sole discretion, augment or supplant the Services with its own personnel or personnel of another contractor or entity.

C. The MTA Chief of Transit Police (Chief) shall have final responsibility and authority over the MTA's Transit Community Policing Program. The Chief is responsible for implementing MTA Board policy and the administrative and operational directions for the MTA Chief Executive Officer and Deputy Chief Executive Officer. Within these policies and directives, the Chief shall establish priorities for resource allocation of Transit Community Policing and security assets. The Chief will lead the effort and, in consultation with MTA's Project Manager, will develop annual performance objectives and goals for the Transit Community Policing Program.

These goals and objectives may include, but are not limited to, items such as follows:

- The number of daily transit community policing contacts with MTA passengers.
- The number of daily transit community policing contacts with MTA transit operators.
- The number of daily transit community policing contacts with MTA operations staff.
- The number of daily transit community policing contacts with MTA management.
- Level of customer satisfaction as reported in the annual MTA customer survey.
- Level of customer satisfaction among MTA bus operators.
- Level of customer satisfaction among MTA operations staff.
- Level of customer satisfaction among MTA management staff.
- Long term crime trends.
- Short term crime trends.
- Transit time vs. non-transit time.
- All calls handled, or responded to, outside the Transit Community

The COUNTY shall have final authority regarding means, methods, techniques, sequences, policies, and procedures used in the day to day delivery of the Services. The COUNTY shall ensure that such Services are delivered in a manner consistent with the priorities, annual performance objectives and goals established by the MTA.

Any dispute arising under this section 1C shall be resolved by the parties in good faith, but is explicitly exempt from the provisions of Section 20, "Resolution of Disputes".

D. On or before January 10th of each year after 2003 MTA shall inform the COUNTY of the next fiscal year's anticipated staffing levels and anticipated budget for Services under this Agreement for the next fiscal year. MTA shall have the exclusive right to annually determine the anticipated level of service, and budget required under this Agreement. The actual staffing levels will be subject to the approval of the budget by the MTA Board and the adjustment of staffing levels within the budget by the MTA.

In the event that the COUNTY determines that the anticipated staffing levels and Services established by the MTA under this section does not permit the COUNTY to ensure the general safety of the transit community and the COUNTY'S staff, the COUNTY shall so inform the MTA.

By March 1st of the same year, the COUNTY shall submit to MTA a proposal, within MTA's anticipated budget, for the number and distribution of service units for the next fiscal year. This proposal shall be based on the service unit rates for the next fiscal year, the costs of which are established annually by the County Auditor-Controller. The method used, in the first year of this Agreement, for calculating the service unit price shall remain the same for all years of this Agreement.

MTA's designated personnel and COUNTY's designated personnel shall meet and reach agreement on the actual number and distribution of law enforcement units. Disagreements with regard to the number and distribution of law enforcement units shall be resolved by the parties and not be subject to Section 20, "Resolution Of Disputes", of this Agreement. The Authorized personnel of the MTA and the COUNTY shall endorse a new "Attachment B", listing the applicable fiscal year and the service unit rates, and a new "Attachment C", listing the applicable fiscal year and the agreed-upon number and distribution of the law enforcement units for the next fiscal year. The new "Attachment B" and "Attachment C" shall replace the prior "Attachment B" and "Attachment C" as attachments to this agreement.

E. The MTA will provide telephones, work facilities, facilities maintenance, furniture and a limited number of MTA computers, as determined by MTA after consultation with the COUNTY, to support the Transit Community Policing work. The MTA will not provide: cell phones, radios, printing, postage or other office supplies.

The COUNTY and MTA agree that MTA will loan one (1) of the MTA Transit Security radio channels to COUNTY and that MTA Rail Communications will provide COUNTY with an electronic connection to the Rail Operations Center which will allow COUNTY to cross-connect this Red Line rail system (MRL) subway security channel to the above-ground COUNTY channel used for the dispatch of officers by the Los Angeles Sheriff's Department Transit Service Bureau (TSB). COUNTY officers who travel between the subway environment and the above-ground environment will have both channels programmed in their radio and will change channels when they make the transition from or to the subway and above-ground.

COUNTY TSB radios will be reprogrammed to add the second Transit Security Channel to be used in the subway environment. The second channel will be used by COUNTY in the subway environment as a Tactical channel and will be shared with MTA Transit Security personnel.

This communications system for the Red Line (MRL) as described in the two (2) previous paragraphs was tested and approved by MTA and COUNTY on March 24, 2003. If there are any costs associated with the implementation of the communications system described in the two (2) preceding paragraphs, such costs will be paid by COUNTY. Further, if COUNTY later finds that the aforementioned communications system does not

provide the level of security determined to be necessary for the effective performance of the law and fare enforcement duties on the Red Line (MRL), then any radio/communication systems upgrades, enhancements or improvements required for the effective performance of the law and fare enforcement duties shall be the sole responsibility of COUNTY. MTA shall not pay for any such upgrades, enhancements or improvements.

Any radio/communication systems upgrades, enhancements or improvements for the Gold Line (PGL) that are required to achieve a level of performance comparable with the present capabilities existing on the Blue (MBL) and Green (MGL) Lines will be paid by MTA. Any radio/communication systems upgrades, enhancements or improvements for the Gold (PGL) Line which are sought or required by the COUNTY over and above the currently existing performance standards on the Blue (MBL) and Green (MGL) shall be paid by COUNTY.

2. PERIOD OF PERFORMANCE

The period of performance shall be for three (3) years plus two (2) option years. The initial term shall commence on May 1, 2003 and shall expire on June 30, 2006, unless terminated or extended at MTA's option up to a maximum of two (2) additional years beyond the initial term, in one year increments. MTA shall provide COUNTY with six (6) months notice in the event MTA intends to exercise its' options. All periods of performance after June 30, 2004 shall be based on MTA's fiscal year of July 1st through June 30th.

3. SERVICE UNIT CONTRACT - PRICE SCHEDULE - PAYMENT AND COMPENSATION FOR COUNTY'S SERVICES - ANNUAL SERVICE LEVEL AND PROJECT BUDGET - INVOICES AND PAYMENT- MID-YEAR CHANGES TO SERVICE LEVEL AND BUDGET- STRIKES OR WORK STOPPAGE - PAYMENT OF RESOLVED DISPUTES - PENSION

A. SERVICE UNIT CONTRACT

This is a SERVICE UNIT CONTRACT and all services shall be performed under the terms and conditions of this MOU and in accordance with the Scope of Work. Payments under this Agreement shall be compensation for work hours supplied by the COUNTY and exclusively dedicated to perform work under this Agreement.

B. PRICE SCHEDULE

The basis for payment for Services under this agreement is a law enforcement service unit, or multiple or fraction thereof. Attachment B hereto indicates the rates for the various law enforcement service units for the period of May 1, 2003 through June 30, 2004. Attachment C sets forth the number of the various law enforcement service units the parties have mutually agreed that the COUNTY will provide to MTA for the period of May 1, 2003 through June 30, 2004.

In addition to payment for all law enforcement units agreed upon and actually provided, MTA agrees to pay COUNTY a total sum Not to Exceed \$3,719,835.00 (Three Million, Seven Hundred Nineteen Thousand, Eight Hundred Thirty Five Dollars) for documented capital expenditures necessary to commence the Services to be provided under this agreement, based upon the Capital Equipment Schedule which is attached hereto as Attachment "D". The County agrees that this sum may be paid in three (3) payments Not To Exceed \$1,239,945 (One Million, Two Hundred Thirty Nine Thousand, Nine Hundred Forty Five Dollars) each. The first payment is due on May 1, 2003; the second payment is due on July 1, 2004 and the third payment is due on July 1, 2005. Upon termination of this Agreement during the first three (3) years, for any reason, MTA will only be liable for its pro-rata share of the capital expenditures based upon the COUNTY's depreciation schedule for the capital assets.

Any substantial changes, in excess of \$50,000 (Fifty Thousand dollars), to the COUNTY's acquisition of items listed on the capital equipment schedule, Attachment D, must be approved by the MTA Project Manager or his/her designee.

C. PAYMENT AND COMPENSATION FOR COUNTY'S SERVICES

The COUNTY agrees to provide all personnel, material and equipment required to perform the Services set forth in the Scope of Work (Attachment A), in accordance with Sections 1D and 1E of this Agreement and in accordance with the Price Schedule (Attachment B) for such Services and subject to the availability of personnel to perform this work. The MTA shall pay as full compensation an amount NOT TO EXCEED (NTE) \$52,385,401.00 (Fifty Two Million, Three Hundred Eighty Five Thousand, Four Hundred One Dollars) for Services (\$51,145,456) and capital expenditures (\$1,239,945) from May 1, 2003 through June 30, 2004. The COUNTY shall use its best efforts to perform the Services and all other obligations under this Service MOU within such NTE Price.

D. ANNUAL SERVICE LEVEL AND PROJECT BUDGET

In accordance with Section 1D of this Agreement, the MTA shall establish an annual service level and budget for Transit Community Policing Services under this MOU. The selection of Services by the MTA shall be made by the MTA's Project Manager and is subject to approval by the MTA's Chief Executive Officer and the Board of Directors

E. INVOICES AND PAYMENT

The COUNTY shall submit a monthly invoice requesting payment for Services rendered within 30 days of the close of the preceding month, indicating therein the amounts billed and the number of law enforcement units delivered by type and amount. The invoice shall include as attachments all necessary supporting documents, schedules, deployment sheets and other materials to fully support the total billing amount. These supporting documents shall be of the nature and standards as set forth in Generally Accepted Government Accounting Principles (GAGAP)

The COUNTY's request for payment shall be submitted in three (3) copies, with one (1) full copy of all supporting documentation sufficient to support the invoice amounts. The invoices shall be submitted in triplicate on COUNTY's letterhead to the following address:

LACMTA Accounts Payable
PO Box 512296
Los Angeles, California 90051-0296

One (1) additional copy of the full invoice, including the supporting documentation, shall be sent directly to the MTA Project Manager.

Within sixty (60) days after receipt of an invoice, the MTA shall pay all undisputed amounts and shall notify the COUNTY of the basis of nonpayment of any amounts in dispute. The MTA may withhold any amounts which are disputed or which are owed to the MTA pursuant to this Agreement. The MTA and the COUNTY agree to commence the dispute resolution procedures stated in Section 20 within thirty (30) days after the MTA notifies the COUNTY of the basis of nonpayment of any amounts in dispute.

If such payment of the undisputed amount is not delivered to the COUNTY'S office, which is described on the invoice, within sixty (60) days after the date that the invoice is received by the MTA, the COUNTY is entitled to recover interest thereon. Said interest shall be at a rate of ten percent (10%) per annum on any portion thereof calculated from the sixty-first (61st) day after the invoice is submitted to MTA.

F. MID-YEAR CHANGES TO SERVICE LEVEL AND BUDGET

If MTA desires to initiate a mid-year change to the Transit Community Policing Program budget or service level then the MTA will direct such a change and the COUNTY must comply with this change within sixty (60) days. A mid-year change unilaterally decided by the MTA may not exceed ten percent (10%) of that years base service level or budget. Any mid-year change in service levels or budget that exceed 10% shall be negotiated and agreed to by the parties.

G. STRIKES OR WORK STOPPAGE

The MTA will not pay for Services not received. During strikes or work stoppages if COUNTY assigns its personnel to the MTA work locations as requested, then MTA will pay the normal billing rates for those staff assigned to that service. If there is an excess of personnel who are not required during a strike or work stoppage due to transit services running at decreased service levels, then the MTA will not pay for services not received.

H. PAYMENT OF RESOLVED DISPUTES

1. MTA may deduct from its next payment to COUNTY all amounts owed to MTA pursuant to the resolution of any dispute under Section 20, unless there is a mutually agreed upon payment schedule.

2. MTA will pay to COUNTY, within sixty (60) days, any amounts owed to COUNTY pursuant to the resolution of any dispute under Section 20, unless there is a mutually agreed upon payment schedule. If the MTA fails to make payment within sixty (60) days the late payment provisions in Section E shall apply.

I. COUNTY PENSION COSTS

The MTA and COUNTY previously entered into Contract numbers OP2610LASD and PS2610LASD for law enforcement services for the period of July 1, 1997 through April 30, 2003. During the term of the Contract the COUNTY experienced low pension cost rates as a result of COUNTY funding actions that preceded the Service Contract's term. During the term of the prior agreement a dispute arose regarding MTA's obligations under the Service Contract relative to "full cost recovery" of COUNTY's personnel costs. Specifically, COUNTY contended the Service Contract contemplated that COUNTY would be paid at a higher pension cost rate not reflecting the effect of earlier County funding actions, but MTA contended that it could not be required to reimburse pension costs not actually incurred by COUNTY during the term of the Service Contract. Effective upon the execution of this Agreement, the COUNTY waives and forever releases its claims for reimbursement of the disputed personnel costs arising under the Service Contract executed in 1997.

During the term of this Agreement, including the option years if exercised by MTA, the calculation of COUNTY's service unit costs shall not include any pension costs not actually incurred by COUNTY. MTA shall not be obligated to pay and is released from payment of any such future pension costs, not actually incurred by COUNTY.

4. AUDIT AND INSPECTION OF RECORDS

COUNTY shall keep and maintain full and complete accounting books, records of account of its costs and expenses claimed to be due and payable related to the performance of the Services in accordance with Generally Accepted Governmental Accounting Principles and Federal Acquisition Regulation, Section 31.6. COUNTY shall maintain records related to any transaction, activity, time cards, employment records, reserves, if any, including, but not limited to those established for personal liability, property damage, workers' compensation, third party litigation, and shall arrange with Los Angeles County Employees Retirement Association to maintain records related to retirement.

COUNTY agrees that MTA or any duly authorized representative shall have full and complete access to and the right to examine, audit, copy or transcribe any record kept in accordance with this section or other records relating to this Agreement, except those that may not be disclosed by law, upon 5 business days notice. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by COUNTY for a period of three (3) years after completion of the period of performance of this agreement or if this agreement is terminated in whole or in part after the final termination, unless MTA's written permission is given to dispose of the material prior to this time.

Criminal records shall be made available to MTA's Chief of Transit Police only.

5. NOTIFICATION

All notices hereunder concerning this Agreement and the Services to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To MTA: Contract Administrator
1 Gateway Plaza, 9th floor
Los Angeles, CA., 90012

To COUNTY: Contract Law Enforcement
4700 Ramona Blvd., 2nd floor
Monterey Park, CA., 91754

6. MTA AND COUNTY'S REPRESENTATIVES

A. MTA's Key Personnel

The MTA's Project Manager under this Agreement shall be the MTA's Deputy Chief Executive Officer or his/her designee. The MTA Project Manager shall be the sole and exclusive contact person for all matters relating to the program and the operations. The Contract Administrator shall be the sole and exclusive contact on all contractual matters.

The MTA's Chief Executive Officer (CEO) will appoint the COUNTY's Commanding Officer of the LASD's Transit Services Bureau as the MTA Chief of Transit Police. The Chief of Transit Police will serve as the chief law enforcement officer for MTA and will command the LASD Transit Services Bureau. All law enforcement and security personnel and assets of the MTA shall be under the command and control of the Chief of Transit Police.

As the MTA's Chief of Transit Police, certain MTA employees, including the Director of Security, will report directly to the Chief. The MTA Security Department will be under the command and Control of the Chief of Transit Police.

B. COUNTY's Key Personnel

The following is COUNTY's key personnel for the Services to be provided: Captain Daniel Finkelstein, Commanding Officer Los Angeles County Sheriff's Department (LASD) Transit Service Bureau. The COUNTY's Commanding Officer shall supervise and direct the Services, and have overall responsibility for the Services in accordance with this Agreement. The COUNTY'S Commanding Officer shall regularly report to the MTA Project Manager and attend any meetings requested by MTA. The Commanding Officer of the LASD shall be the sole and exclusive contact person for all matters relating to the program and the operations. The Sheriff's Department Contract Law Enforcement Bureau shall be the sole and exclusive contact on all contractual matters.

MTA awarded this Agreement to COUNTY based on MTA's confidence and reliance on the expertise of COUNTY's key personnel described above. COUNTY shall not reassign key personnel or assign other personnel to key personnel roles until MTA approves a replacement in writing.

The MTA shall have the ability to interview from the COUNTY's short list of nominated Transit Community Policing commanding officer (CO) candidates for that position whenever that position becomes vacant. The MTA will notify the COUNTY regarding candidates deemed not acceptable.

The MTA's Project Manager in consultation with COUNTY's Commanding officer, shall have the authority to effect a transfer out from the Transit Community Policing unit any deputy or other staff member who is unacceptable to MTA. This transfer shall be conducted in a manner that is consistent with Section 3300 of the California Government Code "Peace Officers' Bill of Rights", any other applicable civil service protection, and in compliance with any then existing collective bargaining agreement.

7. TERMINATION FOR CONVENIENCE

The MTA may, by written notice to the COUNTY, terminate this Agreement for the MTA's convenience. Upon receipt of such notice, the COUNTY shall: a) discontinue services as directed in the notice; b) deliver to the MTA all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been prepared or developed by the COUNTY in performing this Agreement, whether completed or in process, except those that cannot be disclosed by law; and (c) submit a proposed termination plan that will be agreed upon by the parties. Termination of this Agreement shall be effective one (1) year after the receipt by the COUNTY of such notice, unless otherwise agreed by the parties.

If the termination is for the convenience of the MTA, the COUNTY shall submit a final invoice within one hundred and twenty (120) days of the effective date of termination. MTA shall pay the COUNTY in the manner stated in Section 3E for services completed prior to the effective date of termination and for all costs reasonably incurred by the COUNTY as a result of the termination, including, but not limited to the salary and benefit costs for COUNTY employees who were assigned to provide Services under this Agreement whom COUNTY is unable to reassign to other funded vacant positions in the COUNTY due to the unavailability of such positions. COUNTY shall use its best efforts to place such employees into funded positions immediately as they become available. Under no circumstances will MTA be responsible for such termination costs for more than six (6) months after the effective date of termination under this Section. Neither party shall be entitled to anticipatory damages as a result of any termination under this Section.

All disputes pertaining to COUNTY's reasonable costs incurred as a result of the termination under this section shall be resolved pursuant to the provisions of Section 20, "Resolution of Disputes".

8. TERMINATION FOR BREACH OF AGREEMENT

A. If COUNTY fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger timely performance of this Agreement, MTA may give COUNTY written notice of such default. If COUNTY does not cure such default or provide a plan to cure such default which is acceptable to the MTA within the thirty (30) days of

The Honorable Board of Supervisors
April 15, 2003
Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Sheriff's Department to provide law enforcement services to the Los Angeles County Metropolitan Transportation Authority.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This agreement relates to the Strategic Goal of Fiscal Responsibility. The law enforcement services agreement reduces the MTA's law enforcement overhead costs because one agency will be providing law enforcement service. Previously, two law enforcement agencies were providing service to the MTA. All Sheriff's Department costs are fully reimbursed by the MTA.

FISCAL IMPACT/FINANCING

There is no net County cost to this agreement. The MTA shall pay the Sheriff's Department for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the current fiscal year. The estimated cost of \$4,779,000 will offset the cost of implementing the agreement and providing service for the remainder of the current fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 27, 2003, the MTA Board of Directors authorized the Chief Executive Officer of the MTA to negotiate and execute an agreement with Los Angeles County for Sheriff's Department Transit Community Policing Services. The agreement will become effective May 1, 2003. The agreement shall continue for a three-year term, ending June 30, 2006, and is renewable by the MTA for two, one-year terms, ending June 30, 2007 and June 30, 2008.

The Honorable Board of Supervisors
April 15, 2003
Page 3

The agreement contains a clause resolving a pension dispute that occurred under the prior contract and an arbitration clause to resolve any future monetary disputes.

The agreement with the MTA requires additional Sheriff's Department staff. Ordinance position authority for an additional 189 sworn and 74 professional staff positions, with these positions to be requested and formally established as part of the Sheriff's Department's Final Budget Changes for Fiscal Year 2002-2003, is required under provisions of County Code Section 6.06.020. The positions are as follows:

Deputy Sheriff	161
Sergeant	26
Lieutenant	2
Crime Analyst	1
Operations Assistant	1
Supervising Sheriff Station Clerk	1
Sheriff Station Clerk II	5
Senior Clerk	2
Data Systems Analyst II	1
Telephone Operator	1
Law Enforcement Technician	12
Security Assistant	50

This agreement has been approved by County Counsel.

IMPACT ON CURRENT SERVICES

There is no anticipated impact on current law enforcement services.

The Honorable Board of Supervisors
April 8, 2003
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CONCLUSION

Upon approval by the Board of Supervisors, the Executive Office is requested to return one adopted copy of this letter to:

1. Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Contract Law Enforcement Bureau

Respectfully submitted,

LEROY D. BACA
SHERIFF

The Honorable Board of Supervisors
April 15, 2003
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(Contract Law Enforcement Bureau)
LDB:JER:AR:ar

Attachments

c: Executive Office of the Board of Supervisors
 Chief Administrative Officer
 County Counsel
 Brian Mahan, Analyst, CAO
 Michael M. Nagaoka, Chief, Field Operations Region II
 Paul K. Tanaka, Chief, Administrative Services Division
 John E. Radeleff, Captain, Contract Law Enforcement Bureau
 Wendy Watanabe, Director, Financial Programs Bureau
 Chrono
 (Contract Law Enforcement Bureau)